

agenda



**AGENDA
ENFIELD TOWN COUNCIL
SPECIAL MEETING**

**Monday, April 7, 2008
5:30 p.m. – Enfield Room**

- 1. Roll Call**
- 2. Executive Session**
 - a. Personnel Matters
 - b. Pending Litigation
 - c. Real Estate Negotiations
- 3. Adjournment**

Dinner will be available at 5pm.



**AGENDA
ENFIELD TOWN COUNCIL
REGULAR MEETING**

**Monday, April 7, 2008
7:00 p.m. – Council Chambers**

6:45 Proclamation Honoring Kristen Fitzsimons

6:50 Proclamation Recognizing National Historic Preservation Month

6:55 Public Hearing – GIS Data

1. Prayer – Councilman Ken Nelson
2. Pledge of Allegiance
3. Roll Call
4. Fire Evacuation Announcement
5. Minutes of Preceding Meeting(s)
 - Regular Meeting - March 17, 2008
6. Special Guests
 - Peter Bryanton, Darren Lamore – Certified Local Government
7. Public Communications and Petitions
8. Councilmen Communications and Petitions
9. Town Manager Report and Communications
10. Town Attorney Report and Communications
11. Report of Special Committees of the Council

12. OLD BUSINESS

A. Appointment(s) Town Council Appointed

1. **Area 25 Cable Television Advisory Committee** - The term of office of Mark David Smith (U) expired 06/30/04. Replacement term would be until 06/30/08. (Tabled 06/21/04)
2. **Area 25 Cable Television Advisory Committee** - The term of office of Robert W. Tkacz (R) expired on 06/30/06. Reappointment or replacement would be until 06/30/08. (Tabled 06/05/06)
3. **North Central Regional Mental Health Board** - A vacancy exists due to the resignation of Everett A. Gamble (D). Replacement term would be indefinite. (Tabled 01/05/04)
4. **Enfield Revitalization Strategy Committee** – A vacancy exists due to the resignation of Thomas R. Fournier (U). Replacement term would be until 04/30/08. (Tabled 06/18/07)
5. **Ethics Commission** – The term of office of Kenneth M. Varriale, Alternate, and (U) expired 10/31/07. Reappointment or replacement would be until 10/31/09. (Tabled 10/01/07)
6. **Ethics Commission** – The term of office of Mark T. Sargent, Alternate, (R) expired 10/31/07. Reappointment or replacement would be until 10/31/09. (Tabled 10/01/07)
7. **Enfield Beautification Committee** – The term of office of Alexandra Bozzuto (R) expired 12/01/07. Reappointment or Replacement would be until 12/01/10. (Tabled 12/3/07)
8. **Enfield Beautification Committee** – The term of office of Barbara W. Wielgos (U) expired 12/01/07. Replacement would be until 12/01/10. (Tabled 12/3/07)
9. **Clean Energy Committee** – A vacancy exists due to a newly formed committee. Appointment would be for two years from date of appointment. (Tabled 1/22/08)

B. Appointment(s) Town Manager Appointed/Council Approved

1. **Housing Code Appeals Board** - The term of office of Constance P. Harmon, alternate (R) expired on 05/01/01. Replacement term would be until 05/01/11. (Tabled 05/07/01)

2. **Housing Code Appeals Board** - The term of office of Lawrence P. Tracey, Jr. (R), insurance, alternate, expired 05/01/06. Replacement would be until 05/01/11.
 3. **Building Code Appeals Board** - The term of office of Joseph F. Petronella (D), contractor, expired 11/01/04. Replacement term would be until 11/01/09. (Tabled 11/25/04)
 4. **Building Code Appeals Board** - A vacancy exists due to the resignation of Kenneth J. Bergeron, (D) Chairman, Architect. Replacement term would be until 11/01/11. (Tabled 10/16/06)
 5. **Fair Rent Commission** - A vacancy exists due to the resignation of Tom Baziak, Tenant (D). Term of office would be until 06/30/09. (Tabled 11/20/06)
 6. **Fair Rent Commission** - A vacancy exists due to the resignation of Pamela Hall, Tenant (D). Term of office would be until 06/30/09. (Tabled 11/20/06)
 7. **Fair Rent Commission** - The term office of Arthur Graves, Homeowner (D) expired 06/30/07. Replacement term would be until 06/30/09. (Tabled 07/02/07)
- C. Discussion: Use of Facilities. (Tabled 11/13/06)
- D. Discussion/Resolution: 9 Gordon Lane. (Tabled 09/17/07)
1. Request for Transfer of Funds –CIP - \$40,000.
- E. Discussion: Tax Delinquency List. (Tabled 11/26/07)
- F. Discussion: Town Owned Properties. (Tabled 11/26/07)
- G. Discussion: Personnel Rules and Procedures. (Tabled 1/22/08)

13. NEW BUSINESS

A. Consent Agenda – Action

1. Resolution: Request for Transfer of Funds for the Buildings and Grounds Division, \$6700.
2. Resolution: The Enfield Together Coalition, Social Services, \$500.

B. Appointment(s) – Town Council Appointed

C. Appointment(s) Town Manager Appointed/Council Approved

14. ITEMS FOR DISCUSSION

A. Consent Agenda – Review

B. Appointment(s) – Town Council Appointed

1. *****Enfield Revitalization Strategy Committee** – The term of office of Kenneth Carlson (R) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
2. *****Enfield Revitalization Strategy Committee** – The term of office of Colleen Cross (D) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
3. *****Enfield Revitalization Strategy Committee** – The term of office of Kenneth Edgar (D) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
4. *****Enfield Revitalization Strategy Committee** – The term of office of Pamela Leitao (D) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
5. *****Enfield Revitalization Strategy Committee** – The term of office of Jack Lopes (U) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
6. *****Enfield Revitalization Strategy Committee** – The term of office of Jeanne Smith (D) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
7. *****Enfield Revitalization Strategy Committee** – The term of office of John Pereira (R) expires 4/30/08. Reappointment or Replacement would be until 4/30/11.
8. *****Enfield Revitalization Strategy Committee** – The term of office of Lisa Irving (R) expires 4/30/08. Replacement would be until 4/30/11.

C. Appointment(s) Town Manager Appointed/Council Approved

D. Discussion/Resolution: Leave a Legacy Connecticut

E. **Discussion/Resolution: Set a Public Hearing for the 2008-2009 Budget

F. Discussion/Resolution: Acceptance of Salerno Drive and Rebecca Drive

- G. Discussion/Resolution: Acceptance of Lake Drive Extension and Open Space for Woodbrook Estates
- H. **Discussion/Resolution: Authorizing Three-Year Lease of Police Vehicles
- I. **Discussion/Resolution: Transfer of Funds from the General Fund for the Purchase of Streetlights, \$160,000
- J. **Discussion/Resolution: Transfer of Funds from CIP for the Purchase of Streetlights, \$160,000
- K. **Resolution: GIS Electronic Submittals Ordinance
- L. **Resolution: GIS Data Cost Schedule Ordinance and GIS Data Distribution Policy
- M. **Discussion/Resolution: Request for Transfer of Funds for Fermi High School Field Rehab.
- N. **Discussion/Resolution: Request for Transfer of Funds for Fields Equipment Amendment
- O. Discussion: Drainage and Erosion Issues on Private Land
- 15. MISCELLANEOUS
- 16. PUBLIC COMMUNICATIONS/APPLIES ONLY IF PRIOR TO 11:00pm
- 17. COUNCIL COMMUNICATIONS
- 18. ADJOURNMENT

* REMOVE FROM AGENDA

** MOVE TO MISCELLANEOUS

*** WOULD LIKE TO BE CONSIDERED FOR REAPPOINTMENT

Town of Enfield, CT

Geographic Information Systems

Electronic Submittals Ordinance

Purpose

The purpose of this document is to establish requirements for submitters whenever geographic data is required by the Town in a digital format.

Scope

It is the intention of the Town of Enfield to receive GIS data in the format requested. The format of the data refers to the coordinate systems, file format and geographic alignment with the Town's current data.

Policy

The developer/owners of projects receiving land use approval within the Town of Enfield are required to submit plans in an electronic format to the Planning Department. Final as-builts are also required in electronic format for incorporation into the Town's GIS system.

Formatting and Fee Requirements for Electronic Submittals

The developer/owner shall submit a deposit of \$50 per each 24"x36" plan and \$25 for each 18"x24" or smaller plan. If the file has not been properly geographically referenced, then the deposit will be used by the Town for such a conversion. If the file is successfully submitted, then the fee will be refunded to the developer/owner.

The submittal should be formatted accordingly:

- The DXF files submitted to the Town shall contain separate and distinct layers designated as DXF-LAYERS in the DXF file format for each of the Feature Groups or Layers designated by the Town. This file shall include all layers and graphic elements included in the submitted paper document (geography, text, legend, scale, labels, etc.).
- The coordinate information contained in the digital drawings or record plans shall be delivered in the Connecticut State Plane coordinate system using the NAD83 horizontal datum and NAVD88 vertical datum using US Survey feet as units. These data shall be produced in real coordinate space with an insertion point of (0,0).
- The completed drawing file shall contain text in standard fonts that can be read without third-party software.
- All drawings should also be submitted in PDF format.

Fee for Digital Conversion of Data

In the event that the developer/owner is unable to provide a digital submission to the Town at the time of final permit approval a charge of \$50 per each 24"x36" plan and \$25

for each 18"x24" or smaller plan will be applied to the submitter's permit fees for conversion costs.

As-built Electronic Submittals

Upon completion of the project, the developer shall also submit the as-built/record drawings in electronic form to the Planning and Public Works Departments as appropriate. These plans shall be in conformance with the Town of Enfield Public Improvement Standards. A refundable fee will be required with the as-builts.

Submission Agreement

The Submitter acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

☐ Electronic submission of plans will not be provided.

_____ 24" x 36" sheets x \$50 = \$ _____
_____ 18" x 24" or smaller sheets x \$25 = \$ _____
Total Fee: \$ _____

Received By: _____

☐ Refundable Fee received

_____ 24" x 36" sheets x \$50 = \$ _____
_____ 18" x 24" or smaller sheets x \$25 = \$ _____
Total Deposit: \$ _____

Received By: _____

Pass _____ Fail _____ (Reason: _____)

Signature

Printed Name

Company (if application)

Address

Date

Town of Enfield, CT

Geographic Information Systems

GIS Data Cost Schedule Ordinance

Town Wide

Planimetrics \$2000

- includes buildings, roads, major water bodies, water bodies, streams, railroads, fire hydrants, trails, walls, fences, sidewalks, parking, driveways, hedges, guide rails, road centerlines, town boundary, road names compiled from data in 1991 and 2006.

Parcels \$500

- includes parcels, parcel identifier, parcel dimensions, map/lot, parcel frontage, parcel easement text, parcel road names

Contours \$2000

- includes 2 and 10 foot contours with spot elevations and text as of 1991

Orthophotography (.6" pixel resolution - .sid) \$2000

- color taken on April 20, 2006

Tiles – see Tiles section of Data Request Policy

Orthophotography (.6" pixel resolution - .tiff or .sid) \$50

Town of Enfield, CT
Geographic Information Systems

Geographic Information System Data Distribution Policy

Purpose

The purpose of this policy is to (1) protect the Town of Enfield, Connecticut ("Town") against the misuse or misinterpretation of Geographic Information System data (GIS Data) compiled and electronically stored by the Town, (2) limit third party distribution of GIS data and (3) establish a procedure by which the public may request GIS data.

Scope

This policy applies to all requests for GIS data made to any municipal department or division that is permitted to release GIS data.

Procedure

All requests (except internal requests) for GIS data shall be made in writing on the Town's GIS Data Request Form. The party requesting the GIS data shall be required to sign the Town's Data Distribution Agreement. The GIS data is provided in ESRI personal geodatabases only. The party requesting the GIS data shall pay a fee as set forth on the Town's fee schedule, which fee shall be prior to the distribution of the requested GIS Data.

Town of Enfield, CT Geographic Information Systems

Data Distribution Agreement

This Data Distribution Agreement is between the Town of Enfield ("Town") and the undersigned customer ("Customer" or "Requestor") governing certain proprietary Geographic Information Systems Data Products ("GIS Data") specified on the GIS Data Request Form, which is incorporated by reference herein.

The undersigned requestor agrees to the following:

1. The GIS Data and other information provided by the Town is provided "as is" and the Town makes no representations as to its accuracy or fitness for any purpose whatsoever.
2. The Town disclaims all representations or warranties regarding GIS information, including, but not limited to, all express or implied warranties, representations or conditions of merchantability, fitness for a particular purpose, non-infringement of intellectual property, non-infringement of third party rights, freedom of computer virus, or warranties of an other nature.
3. The customer's request is limited to GIS Data as of the date of this Agreement. The customer's request is not an ongoing request for the future GIS Data and the customer agrees that this Agreement does not entitle the customer to future GIS Data or notices of changes, revisions and/or updates to GIS Data.
4. The Requester shall indemnify and hold harmless the Town and its officers, employees, and agents from and against all losses, claims, demands, actions, payments, costs, suits, liabilities, including attorney's fees, expenses and damages (direct or consequential) whether or not caused by the negligence of the Town, its officers, employees or agents, which are incurred or recovered against the Town for any reason whatsoever arising out of or relating to this Agreement, or the data, or to any use to which the Requester might put the data.
5. The Requester shall not redistribute, sell, or otherwise use GIS data provided by the Town of Enfield for commercial or trade purposes except as allowed by applicable state or federal statutes or regulations.
6. When using Town data on maps or in digital applications, source credit should be stated as "Town of Enfield, CT Geographic Information System"

The Requester acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Signature

Date

Printed Name

Company (if application)

Address

GIS DATA REQUEST PROCEDURE

Please follow the instruction below for ordering GIS data.

Ordering Instructions:

1. Sign the Data Distribution Agreement and complete the Data Request Form.
2. Cost for the selected products on the form will be added by Town Staff and the requestor will be informed of that cost.
3. Upon receipt of the total cost by cash or check (payable to the Town of Enfield) the data will be provided for delivery or pickup. A postage cost will be applied if the product is to be delivered by carrier.

Contact Information:

Town of Enfield, CT
IT Department
GIS Division
820 Enfield Street
Enfield CT, 06082
(860)253-6454 (phone)
(860)253-6308 (fax)
dpstaff@enfield.org (email)

Tiles

Town of Enfield, CT

Labeled Tiles for Orthophotography

				05_01	06_01	07_01	08_01	09_01	10_01	11_01	
02_02	03_02	04_02		05_02	06_02	07_02	08_02	09_02	10_02	11_02	
02_03	03_03	04_03		05_03	06_03	07_03	08_03	09_03	10_03	11_03	
02_04	03_04	04_04		05_04	06_04	07_04	08_04	09_04	10_04	11_04	
02_05	03_05	04_05		05_05	06_05	07_05	08_05	09_05	10_05	11_05	
02_06	03_06	04_06		05_06	06_06	07_06	08_06	09_06	10_06	11_06	
02_07	03_07	04_07		05_07	06_07	07_07	08_07	09_07	10_07	11_07	12_07
02_08	03_08	04_08		05_08	06_08	07_08	08_08	09_08	10_08	11_08	12_08
02_09	03_09	04_09		05_09	06_09	07_09	08_09	09_09	10_09	11_09	12_09
02_10	03_10	04_10		05_10	06_10	07_10	08_10	09_10	10_10	11_10	12_10
02_11	03_11	04_11		05_11	06_11	07_11	08_11	09_11	10_11	11_11	12_11
02_12	03_12	04_12		05_12	06_12	07_12	08_12	09_12	10_12	11_12	12_12
02_13	03_13	04_13		05_13	06_13	07_13	08_13	09_13	10_13	11_13	12_13
01_14	02_14	03_14	04_14	05_14	06_14	07_14	08_14	09_14	10_14	11_14	12_14
01_15	02_15	03_15	04_15	05_15	06_15	07_15	08_15	09_15	10_15	11_15	12_15
01_16	02_16	03_16	04_16	05_16	06_16	07_16	08_16	09_16	10_16	11_16	12_16
01_17	02_17	03_17	04_17	05_17	06_17	07_17	08_17	09_17	10_17	11_17	12_17
01_18	02_18	03_18	04_18	05_18	06_18	07_18	08_18				
01_19	02_19	03_19	04_19								

GIS DATA REQUEST FORM

NAME: _____ DATE: _____

ORGANIZATION: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Requested Data (Cost includes media cost for 1 CD):

Check all that apply

Town wide GIS data:(ESRI personal geodatabase format only)

- | | |
|---|--------------------------------|
| <input type="checkbox"/> Planimetric | <i>See Cost Schedule</i> _____ |
| <input type="checkbox"/> Parcels | <i>See Cost Schedule</i> _____ |
| <input type="checkbox"/> Contours | <i>See Cost Schedule</i> _____ |
| <input type="checkbox"/> Orthophotography | <i>See Cost Schedule</i> _____ |

Tiles:

☐ Orthophotography (See tile map grid for list of tile numbers)

1. _____ .tiff/.sid (please circle)
2. _____ .tiff/.sid (please circle)
3. _____ .tiff/.sid (please circle)
4. _____ .tiff/.sid (please circle)

QTY: _____ x *See Cost Schedule* _____ = _____

Combined Total Due: _____

Town of Enfield, CT Representative

Name: _____

Title: _____

Date: _____

Payment Date: _____

new business



TOWN OF ENFIELD

February 28, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Transfer- Building & Grounds Supplies

Councilors:

Background:

The Public Works Department Building & Grounds Maintenance Division is in need of additional funds for supplies in particular to purchase field marking paint.

Budget Impact:

Account 614 Maintenance & Building Supplies, is in great need for more funds because of the work that is being performed in our div. Field marking paint, HVAC filters and playground surfacing prices have increased greatly. Account 731 Machinery, we were going to purchase weed trimmers, 2 more snow blowers but I feel we can go forward without these items. Account 733 Furniture, taken \$1000 there is a \$600 Balance left I don't feel this will hurt us. I don't foresee any architectural services coming up in the near future.

Recommendation:

It is recommended the Town Council approve the resolution transferring between the Department of Public Works Building & Grounds Maintenance Division accounts.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Piya Hawkes", is written over the typed name and title.

Piya Hawkes
Director of Public Works

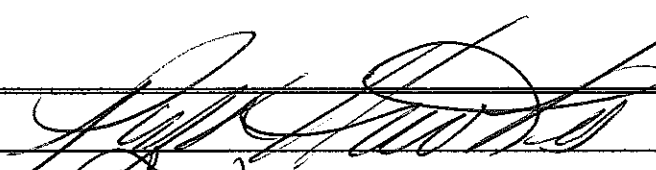


Attachments:

1. Resolution.

TOWN OF ENFIELD
REQUEST FOR COUNCIL TRANSFER OF FUNDS

TO: Account{s} or Fund		FROM: Account{s} or Fund	
3400-614 Main. and Build. Supplies	\$6700.00	3400-731 Machinery	\$1000.00
		3400-731-70 Machinery-Schools	\$1700.00
		3400-733 Furniture	\$1000.00
		3400-335 Land & Bldg Services	\$3000.00
TOTAL	\$6700.00	TOTAL	\$6700.00

Account 614 Maintenance & Building Supplies, is in great need for more funds because of the work that is being performed in our div. Field marking paint, HVAC filters and playground surfacing prices have increased greatly. Account 731 Machinery, we were going to purchase weed trimmers, 2 more snow blowers but I feel we can go forward without these items. Account 733 Furniture, taken \$1000 there is a \$600 Balance left I don't feel this will hurt us. I don't foresee any architectural services coming up in the near future.

		DATE
Requested by: 	Dept/Agency	2/28/08
Reviewed by: 	Director of Finance	3/4/08
Approved by: 	Town Manager	3/08/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: Main. and Build. Supplies: 3400-0614 \$6,700.00

FROM: Machinery: 3400-0731 \$1,000.00

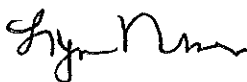
Machinery-Schools: 3400-731-70 \$1,700.00

Furniture: 3400-733 \$1,000.00

Land & Bldg Services: 3400-335 \$3,000.00

CERTIFICATION

I hereby certify the amount of \$6,700 .00 is available from the cumulative Accounts 3400-0731, 3400-731-70, 3400-0733 & 3400-0335 as of February 28, 2008



Lynn Nenni, Director of Finance



TOWN OF ENFIELD

March 3, 2008

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Town Hall Meeting

Background:

The Enfield Together Coalition – Youth Services Local Prevention Council to Combat Drug/Alcohol Use in Youth – was awarded a stipend of \$500 to conduct a Town Hall Meeting in the Spring of 2008 to highlight local efforts to combating underage drinking. These funds were made available through the Federal Substance Abuse and Mental Health Services Administration, a member of the Interagency Coordinating Committee on the Prevention of Underage Drinking.

The Town Hall Meeting is scheduled for Thursday, April 3, 2008, at the Hazardville Fire Department, 6:30 p.m. – 8:00 p.m. (Dinner served at 6:30 p.m.). The Town Hall Meeting will highlight "Enfield Cares" – What Enfield is doing about Underage Drinking. The Town Hall Meeting will showcase the Town of Enfield's Strategic Plan to Combating Underage Drinking, announce youth winners of our logo contest, as well as kick-off our media campaign. Highlights will feature representatives from the Police, Safe Grad Committees, Schools, Enfield Together Coalition, Local Media, Local Business, Parents, Youth, and the Town.


Budget Impact:

This grant award will be \$500 and will fund \$250 for dinner and \$250 for movie tickets for youth who participated in the logo contest. Any additional costs for the Town Hall Meeting that might occur will be covered by the DMHAS Grant to Combating Underage Drinking.

Recommendation:

That the Town of Enfield Town Council approve the transfer from 220-01-0040-4500-17050-0000-00 Misc. Contribution/Donation to 4500-324 Field Trips (\$250) and 4500-630 Food (\$250) for a total of \$500.

Respectfully Submitted,


Pamela Brown
Director of Social Services

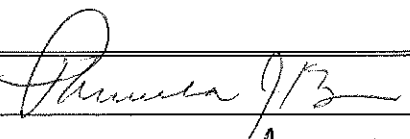
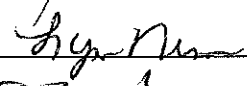
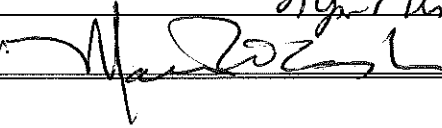
Attachments:

1. Transfer/Resolution

TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

<u>TO:</u> Account{s} or Fund		<u>FROM:</u> Account{s} or Fund	
4500-324 Field Trips	\$250	220-01-0040-4500-17050-0000-00 Misc. Contributions/Donations	\$500
4500-630 Food	\$250		
TOTAL	\$500	TOTAL	\$500

JUSTIFICATION: A total of \$500 from CRP, Inc. to host a town hall meeting has been awarded to the Town of Enfield. Additional funds will fund a field trip for youth who participated in a logo contest for the Enfield Together Coalition and provide food for the Town Hall Event. The event will highlight the kick-off of the Enfield Together media campaign and the presentation of the Enfield Together Strategic Plan to combating underage drinking in Enfield.

	DATE
Requested by:  Dept/Agency	2/1/08
Reviewed by:  Director of Finance	3/14/2008
Approved by:  Town Manager	3/14/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

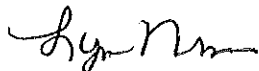
TO:	Youth Services	
	Field Trips	\$250
	Food	\$250

FROM: Youth Service Bureau Misc. Contributions/Donations

\$500

CERTIFICATION

I hereby certify the amount of \$500.00 is available from Account #0220-01-0040-4500-17050-000-00 as of 2/1/08 .



Lynn Nenni, Director of Finance

CRP, INC.

17097

Check #: 17097

Vendor Name: TOWN OF ENFIELD

Date	Invoice No	Invoice Amount	Amount Paid	Credits Taken	Net Amount
12/21/07	1	500.00	500.00	0.00	500.00
Net Check Amt					500.00

CRP, INC.
4201 CONNECTICUT AVENUE NW
SUITE 503
WASHINGTON, DC 20008

Wachovia
Wachovia Bank, N.A.
wachovia.com
15-122/540

17097

PAY
TO THE
ORDER
OF

TOWN OF ENFIELD
ATTN: JEAN HAUGHEY
19 N MAIN STREET
Enfield, CT 06082

06-6001997

⑈0017097⑈ ⑆051001220⑆ 2000037391596⑈


AUTHORIZED SIGNATURE

DATE
01/07/08
***** FIVE HUNDRED & 00/100 DOLLARS *****
AMOUNT *****\$500.00

Security Features Included Details on Back

items for discussion



TOWN OF ENFIELD

March 13, 2008

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Leave a Legacy Connecticut

Background

Leave a Legacy is a statewide public awareness effort to promote charitable giving through wills and estate plans. This program encourages people from all walks of life to consider leaving a bequest to their favorite charities, and provides them with information to facilitate the process.

Americans are an extraordinarily generous group of people with more than 72 percent of households making charitable donations. It is estimated that \$10.4 trillion of the net worth in this country will be transferred over the next 15-20 years from one generation to the next, the largest intergenerational wealth transfer in history.

Endorsing Leave a Legacy Connecticut will encourage citizens of Enfield to support charitable organizations that serve the quality of life and make the communities appealing places to live, work and raise families, including the Social Services provided by the Town of Enfield.

Leave a Legacy would provide promotional materials to the Town of Enfield at a nominal cost, and allow us to brand printed materials with their logo.

Budget Impact:

Endorsing Leave a Legacy will increase income and support for social services over time and help programs to become more self-sustaining.

Recommendation:

That the Town of Enfield Town Council approve the Resolution to endorse Leave a Legacy Connecticut.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Pamela Brown", is written over a horizontal line.

Pamela Brown
Director of Social Services

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

LEAVE A LEGACY CONNECTICUT

RESOLVED, that the Enfield Town Council hereby endorse “Leave a Legacy Connecticut”, a statewide public awareness effort to promote charitable giving through wills and estate plans.

Date Submitted:
Submitted by:

3-13-2008
Social Services Director



**LEAVE A LEGACY®
CONNECTICUT**

NONPROFIT ORGANIZATION AND RELIGIOUS ORGANIZATION PARTICIPATION FORM

*June is LEAVE A LEGACY® Connecticut
Month*

LEAVE A LEGACY® is a statewide public awareness effort to promote charitable giving through wills and estate plans. We encourage people from all walks of life to have a will and consider leaving a bequest to charity, and we provide them with information to facilitate the process.

We need your organization and Board of Directors' support and endorsement to promote the **LEAVE A LEGACY® CONNECTICUT** initiative. Please help us by participating in at least two of the following ways: *(Please check the ways you will participate.)*

- ☐ Utilizing the outline and materials provided, make a presentation to our staff, Board and members about **LEAVE A LEGACY®**.
- ☐ Publish the **LEAVE A LEGACY®** news article in our organizational newsletter.
- ☐ Reproduce the **LEAVE A LEGACY®** logo slick in our publications.
- ☐ Distribute **LEAVE A LEGACY®** brochures to our constituency in person or through a mailing.
- ☐ Develop an organizational policy regarding acceptance of bequests.
- ☐ Speak to a group about charitable giving.

Please complete and return this form to the Planned Giving Group of Connecticut as soon as possible. Materials have been printed in limited quantities. The sooner you respond, the more likely your request will be met and your agency's name included on the list of participating nonprofits.

LEAVE A LEGACY® CONNECTICUT

c/o Planned Giving Group of Connecticut

77 Rumford Ave., Suite 3B, Waltham, MA 02453

Ph: (781)-647-7004 Fax: (781) 647-7222 Email: pggct@camihq.com Web: <http://www.leavealegacyct.org>

Organization _____

Address _____

City, State, Zip _____

Tel. _____ Fax _____

E-mail* _____ Website _____

* E-mail address is required to receive monthly electronic updates on **LEAVE A LEGACY®** activities in your region.

Name and title of contact person _____

**ENFIELD TOWN COUNCIL
RESOLUTION NO. _____**

Resolution Regarding Setting a Public Hearing for the 2008/2009 Budget

RESOLVED, that the Town Council of the Town of Enfield values the opinions and comments of its constituents; and

WHEREAS, in accordance with Chapter VI, Section 4, of the Enfield Town Charter, any elector or taxpayer may have an opportunity to be heard regarding appropriations for the ensuing fiscal years and for the purpose of being heard on issues of vital community importance and concern; and

WHEREAS, the Town Council shall conduct a public hearing at the Enfield Senior Center, 299 Elm Street, Wednesday, April 30, 2008 at 7:00 p.m.; and

RESOLVED, that the order of business of the 2008-2009 budget hearing be arranged as follows:

1. Presentation of the Town Manager's Budget.
2. The Chairman of the Board of Education highlights Education Budget.
3. Comments from members of the public for the first time.

BE IT FURTHER RESOLVED, that each speaker is requested to register with the Town Clerk his name and address and that no speaker is allowed to speak more than five minutes each successive time the speaker's name is called. Additionally, any speaker who has not registered with the Town Clerk will be allowed to speak only after those who have registered no longer wish to speak.

Date Prepared: April 3, 2008
Prepared By: Town Manager's Office



TOWN OF ENFIELD

February 25, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Acceptance of Salerno Drive and Rebecca Drive

Councilors:

Background:

On January 17, 2002 the Enfield Planning and Zoning Commission to approve PH#2253 for an 18-lot subdivision on the west side of Broad Brook Road north of Town Farm Road and south of Charnley Road, John Tittarelli, Owner/Applicant. As a condition of approval the developer was required to provide certain public improvements that were to be built to the Town's specifications for acceptance upon completion of the project.

Among these improvements are two roads, Salerno Drive and Rebecca Drive; a detention basin to accept drainage from the proposed Town roads, Drainage easements needed to convey stormwater through the system and a conservation easement to protect natural resources in the subdivision. The deeds for these improvements were submitted by the developer prior to the sale of lots and held in escrow until the completion of the improvements. The Town Attorney reviewed these deeds and approved them as to form on October 31, 2001.

The improvements have now been completed and the developer has requested that the Town accept the improvements as required in our subdivision regulations. The engineering division has inspected the improvements and the Director of Public Works has signed the necessary checklist stating that the improvements meet the Town requirements.

Budget Impact:

The anticipated budget impact will be for the cost of snow plowing and long-term care and maintenance of the roadway and associated drainage system. This will be coming out of the DPW operating budget. The only cost related to the conservation easement would be for any enforcement action that might be required should the terms of the easement be violated.

Recommendation:

It is recommended that the Town accept the roads along with the associated drainage improvements and the conservation easement

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "José Giner", is written over a horizontal line.

José Giner, AICP
Director of Planning

Attachments:

1. Resolution.
2. 10/31/01 Town Attorney's Memo
3. Checklist from Public Works Director

ENFIELD TOWN COUNCIL
RESOLUTION # _____

- WHEREAS, on January 17, 2002 the Enfield Planning and Zoning Commission voted to approve PH#2253 - application for an 18-lot subdivision on 29.85+ or - acres with frontage on the west side of Broad Brook Road north of Town Farm Road and south of Charnley Road in an R-44 District (Assessor's Map 103, Lots 5 and 6), John Tittarelli, (developer), and
- WHEREAS, as a condition of approval, two roads, Salerno Drive and Rebecca Drive were required to be built to the specifications for public roads and deeded to the Town for acceptance upon completion of the subdivision, and
- WHEREAS as a further condition of approval associated drainage easements along with a detention basin were required to be built to the specifications for public improvements and deeded to the Town for acceptance upon completion of the subdivision, and
- WHEREAS A Conservation Easement was required for the protection of certain natural resources within the subdivision, and
- WHEREAS, The roads have been completed, the improvements inspected and the checklist for acceptance of public improvements for this project has been signed off by the Director of Public Works, and
- WHEREAS The developer has submitted a deed to the Town of Enfield for Salerno Drive and Rebecca Drive, and
- WHEREAS the Town Attorney has reviewed the deeds and easements and has approved them as to form,
- NOW, THEREFORE, BE IT RESOLVED that the Enfield Town Council does hereby accept and will record the deeds for Salerno Drive and Rebecca Drive as well as the deeds for the detention basin and the drainage and conservation easements associated with this subdivision.

MEMORANDUM
OFFICE OF THE TOWN ATTORNEY

TOWN HALL

TEL. 253-6405 FAX 253-6362

TO: Jose Giner
Director of Planning and Community Development

FROM: Christopher W. Bromson *CWB*
Town Attorney

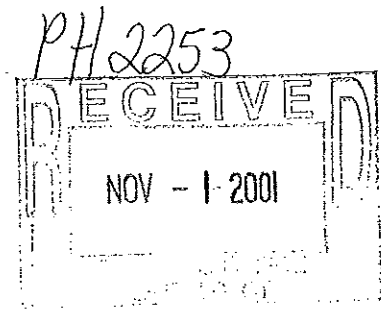
DATE: October 31, 2001

SUBJECT: Deeds from John G. Tittarelli

The following documents, dated October 30, 2001 from John G. Tittarelli to the Town of Enfield have been reviewed and are approved as to form:

1. Conservation Easement;
2. Warranty Deed – Storm Water Detention Area;
3. Easement – Storm Drainage Pipelines; and
4. Warranty Deed – Salerno Drive, Rebecca Drive and Cul-de-sac area.

The accuracy of the legal description has not been reviewed and is subject to the approval of the Town Engineer.



PUBLIC WORKS DEPARTMENT
CHECKLIST REPORT FOR ACCEPTANCE OF STREETS

NAME OF STREET Salerno Drive

- | | |
|----------------------------|---|
| 1. Street Grading and Base | <u>OK</u> |
| 2. Final Grading | <u>OK</u> |
| 3. Curbs and Gutters | <u>OK</u> |
| 4. Sidewalks | <u>OK</u> |
| 5. Street Signs | <u>OK</u> |
| 6. Monuments | <u>OK</u> |
| 7. Sanitary Sewers | <u>OK</u> |
| 8. Storm Sewers | <u>OK</u> |
| 9. Fire Hydrants | <u>OK</u> |
| 10. Street Trees | <u>OK</u> |
| 11. Cul-de-sac | <u>OK</u> |
| 12. Grade of Road | Minimum <u>1.0 %</u> Maximum <u>5.0 %</u> |
| 13. Open Spaces | <u>OK</u> |
| 14. Final Profile | <u>OK</u> |
| 15. Final Plan | <u>OK</u> |
| 16. Deed for Street | <u>OK</u> |

Recommend Acceptance

Date: 2/18/08

[Signature]
Director of Public Works

Referred to Planning & Zoning

Date: _____

[Signature]
Town Clerk

Approved by Planning & Zoning

Date: 2/21/08

[Signature]
Town Planner

Final Acceptance by Council

Date: _____

Resolution Number _____

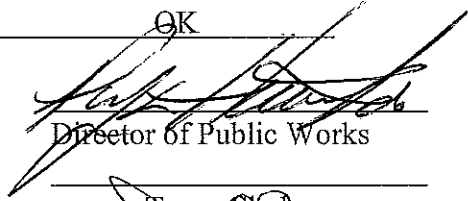
PUBLIC WORKS DEPARTMENT
CHECKLIST REPORT FOR ACCEPTANCE OF STREETS

NAME OF STREET Rebecca Lane

- | | |
|----------------------------|---|
| 1. Street Grading and Base | <u>OK</u> |
| 2. Final Grading | <u>OK</u> |
| 3. Curbs and Gutters | <u>OK</u> |
| 4. Sidewalks | <u>N/A</u> |
| 5. Street Signs | <u>OK</u> |
| 6. Monuments | <u>OK</u> |
| 7. Sanitary Sewers | <u>OK</u> |
| 8. Storm Sewers | <u>OK</u> |
| 9. Fire Hydrants | <u>OK</u> |
| 10. Street Trees | <u>OK</u> |
| 11. Cul-de-sac | <u>OK</u> |
| 12. Grade of Road | Minimum <u>1.0 %</u> Maximum <u>8.0 %</u> |
| 13. Open Spaces | <u>OK</u> |
| 14. Final Profile | <u>OK</u> |
| 15. Final Plan | <u>OK</u> |
| 16. Deed for Street | <u>OK</u> |

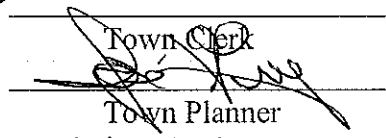
Recommend Acceptance

Date: 2/12/08


Director of Public Works

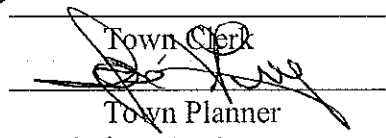
Referred to Planning & Zoning

Date: _____


Town Clerk

Approved by Planning & Zoning

Date: 2/21/08


Town Planner

Final Acceptance by Council

Date: _____

Resolution Number _____



TOWN OF ENFIELD

April 1, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Acceptance of Lake Drive Extension and Open Space for Woodbrook Estates

Councilors:

Background:

On September 21, 1995, the Planning and Zoning Commission approved PH 1933 consisting of a 6 lot subdivision know as Woodbrook Estates located at the end of Lake Drive.

As a condition of approval the developer was required to provide certain public improvements that were to be built to the Town's specifications for acceptance upon completion of the project. These improvements consistent of a 120 foot extension of lake Drive and two parcels of Open Space.

The subdivision was completed around 1998 and the Public improvements were asked to be accepted. During the time that the acceptance was undergoing review there was a wholesale change in staff in the Planning Office. Both the Planner and Assistant Planner left and the matter dropped off radar with no action taken.

From what I can gather the extension to Lake Road has been treated as a Town Road for some time with the Town plowing and maintaining it to this day. At some point last year it became known that that there were taxes due on the Open Space parcels. At that time both the Town Attorney's office and I investigated the file and found that neither the extension nor the parcels had aver been accepted by the Town. The Town Attorney's office was able to obtain updated deeds from the developer's agent and asked that this matter be brought back to the Council for final resolution.

Budget Impact:

The only budget impact would be for the cost of snow plowing and long-term care and maintenance of the roadway and associated drainage system. This would be coming out of the DPW operating budget. As noted earlier, the Town has been plowing and maintaining these roads since 1998.

Recommendation:

It is recommended that the Town accept the roads along with the Open Space parcels.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "José Giner", is written over a horizontal line.

José Giner, AICP
Director of Planning

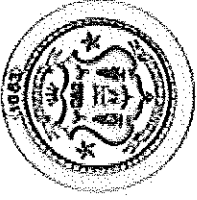
Attachments:

1. Resolution

ENFIELD TOWN COUNCIL
RESOLUTION # _____

**Resolution Regarding Acceptance of Lake Drive Extension
and Open Space for Woodbrook Estates**

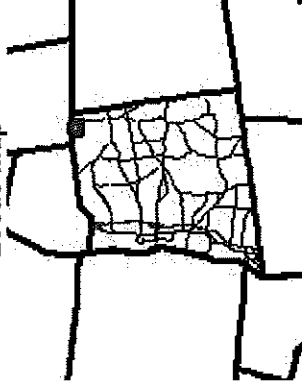
- WHEREAS, on September 21, 1995, the Planning and Zoning Commission of the Town of Enfield did approve PH 1933 consisting of a 6 lot subdivision know as Woodbrook Estates located at the end of Lake Drive; and
- WHEREAS, as a condition of approval Lake Drive was required to be extended approximately 120' to the specifications for public roads and deeded to the Town for acceptance upon completion of the subdivision; and
- WHEREAS as a further condition of approval the developer was required to dedicate to the Town two parcels of land consisting of 26,946 sq.ft. +/- and 32,982 sq.ft. +/- in fulfillment of the Open Space requirements of the regulations; and
- WHEREAS, the extension has been completed and the Enfield Planning and Zoning Commission released the bond on September 21, 2002, after inspection by the Town Engineering Division; and
- WHEREAS The developer has submitted deeds for the extension and Open Space parcels to the Town of Enfield; and
- WHEREAS the Town Attorney has reviewed the deeds and easements and has approved them as to form;
- NOW, THEREFORE, BE IT RESOLVED that the Enfield Town Council does hereby accept and will record the deeds for the extension of Lake Drive and the two subject parcels of Open Space.



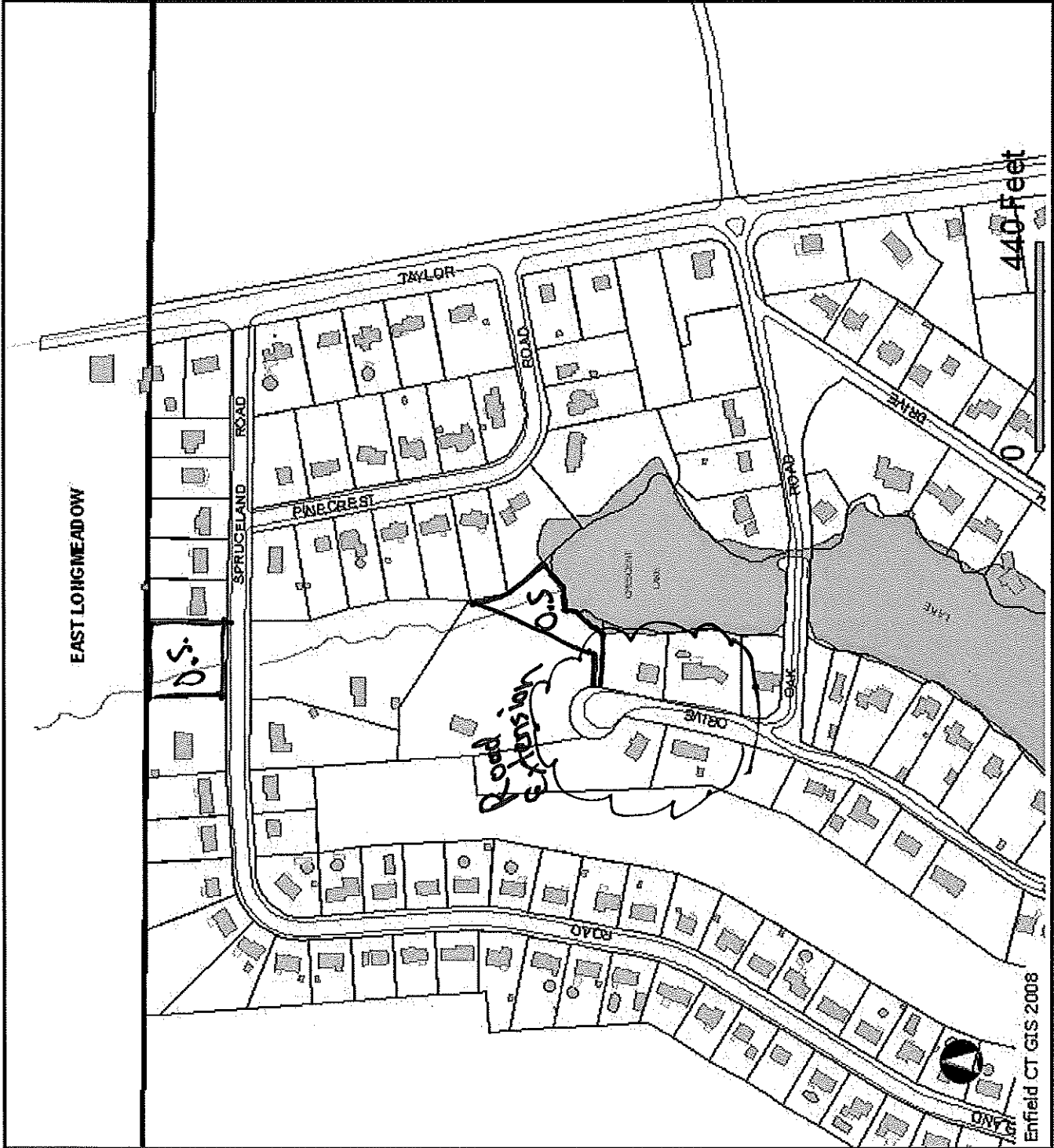
Woodbrook Estates

Lake Drive extension

Locus Map



Disclaimer
Town of Enfield, CT, makes no warranty or representation as to the accuracy, timeliness or completeness of any of the data. The Town of Enfield, CT, shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in reliance upon any of the data.



Enfield CT GIS 2008



TOWN OF ENFIELD

April 3, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Police Vehicle Lease

Councilors:

Background: On April 13th the Police Department would like to enter into a three year lease agreement for three cars to be used by the detective bureau. The lease agreement is an extension of a bid accepted by the Town from Artioli Dodge on December 12, 2007. I forwarded the lease agreement to legal counsel for their review; their recommended changes and comments are attached. In his memo, the Town Attorney pointed out that CGS preclude town staff from entering into contracts that bind future town councils; therefore, it is necessary either to obtain council approval for this contract or change the language in the contract to include a non-appropriation clause.

I spoke to the Business Manager at Artioli Dodge who stated that incorporating the non-appropriation clause into the contract would be unacceptable to them. A contract with a non-appropriation clause is riskier to them and would therefore substantially drive up the price of the contract.

I have some reservation with respect to the other comments that Artioli would not address. It has been my past experience that most companies are willing to negotiate changes to contract language in order to satisfy recommendations of legal counsel.

The Town has enjoyed a good relationship with Artioli Dodge in the past and I have no reason to believe that entering into this agreement would put the Town at unnecessary risk or expense.

Recommendation:

The Town Council approve the lease agreement.

Respectfully Submitted,

A. Lynn Nenni
Director of Finance

Attachments:

1. Lease Agreement.
2. Town Attorney Recommendations.

April 2, 2008

MEMO TO: Lynn Nenni
Director of Finance

FROM: Cathy Cherpak
Purchasing Assistant

RE: Lease Vehicles for Police Department

On December 12, 2007, the Town opened bids for administrative lease vehicles for the police department. Six (6) bids were received. The bid was awarded to Artioli Dodge in Enfield. Subsequently, the Town entered into lease agreements for eight (8) vehicles – five (5) sport utility vehicles at a cost of \$335 per month (\$794 due at signing) and three (3) sedans at a cost of \$309 per month (\$768 due at signing).

The Police Department has three (3) vehicles coming off lease in April and is looking to replace these with three (3) leased sedans at a cost of \$309 per month from the December 2007 bid. I have a letter in the bid file from Bob Artioli, President of Artioli Dodgeland, offering to extend the current bid price toward the new leases.

April 2, 2008

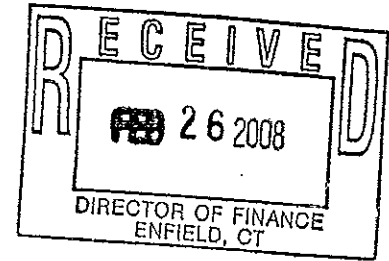
MEMO TO: Lynn Nenni
Director of Finance

FROM: Cathy Cherpak
Purchasing Assistant

RE: Lease Vehicles for Police Department

On December 12, 2007, the Town opened bids for administrative lease vehicles for the police department. Six (6) bids were received. The bid was awarded to Artioli Dodge in Enfield. Subsequently, the Town entered into lease agreements for eight (8) vehicles – five (5) sport utility vehicles at a cost of \$335 per month (\$794 due at signing) and three (3) sedans at a cost of \$309 per month (\$768 due at signing).

The Police Department has three (3) vehicles coming off lease in April and is looking to replace these with three (3) leased sedans at a cost of \$309 per month from the December 2007 bid. I have a letter in the bid file from Bob Artioli, President of Artioli Dodge, offering to extend the current bid price toward the new leases.



Carl J. Sferrazza
Chief of Police
Enfield Police Department
293 Elm St.
Enfield, Ct. 06082

Dear Chief Sferrazza,

On behalf of Artioli Dodge, I would like to extend our current bid structure on the 2008 Dodge Avenger's of \$309.00 per month with \$768.00 due at signing. I would also like to personally thank you for allowing Artioli Dodge to earn the Enfield Police Department's business. If there is anything else needed, please feel free to call me direct.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Artioli".

Bob Artioli
President

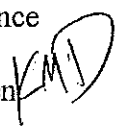
www.artiolidodge.com

525 Enfield Street • Enfield, CT 06082 • CT: (860) 745-2469 • (800) 746-2469 • Fax: (860) 745-7881



OFFICE OF THE TOWN ATTORNEY

TO: Lynn Nenni
Director of Finance

FROM: Kevin M. Deneen 
Town Attorney

DATE: March 24, 2008

SUBJECT: Motor Vehicle Lease Agreement
Enfield Motors, Inc.

The proposed Lease Agreement (attached) between the Town of Enfield and Enfield Motors, Inc. has been reviewed. The following changes are recommended:

1. Block indicating "Lessee, Town of Enfield", should be signed by Town Manager
2. Block indicating "Guaranty" should either be deleted or should have "not applicable" noted in the signature section of this block.
3. Terms & Conditions
 - a. Paragraph 2. TERM. This is a multi-year lease and will require either express Town Council approval or a non-appropriation clause.¹ Either of the non-appropriation clauses set forth below will be satisfactory:
 - i. The initial term of the lease terminates on the last day of the Town's fiscal year, and the term will be automatically renewed at the end of the initial term for an additional one year unless the Town fails to appropriate sufficient funds for the installment payments due in the next occurring term; or
 - ii. Future funding for this Lease Agreement, including the second and third years, inclusive, is subject to future budget approvals. This Lease Agreement may be terminated by the Lessee in the event that such funding is not approved by the Enfield Town Council.
 - b. Paragraph 3. RENTAL/LATE CHARGE. Delete late charge reference. As a policy matter the Town does not pay late charges.

¹ C.G.S. §7-348 precludes any officer of the town to expend or enter into any contract by which the town shall be come liable for any sum which, with any contract then in force, shall exceed the appropriation for the department. In other words, Town staff cannot incur obligations that will bind future Town Councils.

To: Lynn Nenni
Re: Enfield Motors Lease

Date: 3/24/07
Page: 2 of 3

- c. Paragraph 4. FEES AND TAXES. Delete; the agreement should provide that the Town is a tax-exempt entity.
- d. Paragraph 5. USE, INSPECTION AND ALTERATIONS. Subparagraph (d) states that the vehicles will not be subject to "unusual, extreme or severe operating condition." This language should be deleted. The vehicles being leased are for law-enforcement use, which by its very nature will subject them to unusual, extreme and/or severe operating conditions.
- e. Paragraph 6. INSURANCE. This paragraph should be reviewed by the Risk Manager.
- f. Paragraph 7. LOSS AND DAMAGE. This paragraph should be reviewed by the Risk Manager.
- g. Paragraph 8. SPECIAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE. Subparagraph (b) should be deleted because the Town is a tax-exempt entity. Subparagraph (c) should be deleted because the Town is a political subdivision of the State of Connecticut.
- h. Paragraph 10. INDEMNIFICATION. This paragraph should be reviewed by the Risk Manager.
- i. Paragraph 11. DEFAULT. Subparagraph (d) should be deleted. This subparagraph states that the Lessor may declare the Town to be in default of this agreement if there is any significant change in the management of the Town without the Lessor's consent. Technically, the management of the Town changes every two years with the election of a new Town Council. Could a change in the majority party be construed as a significant change?
- j. Paragraph 12. LESSOR'S REMEDIES. This paragraph gives the Lessor the right to repossess the vehicles wherever they may be found. It is recommended that the repossession language be deleted because these are police vehicles (with valuable police equipment, e.g. computers, surveillance tools, weapons, etc.) that may either be stored at a secure location (i.e., Police Department Parking Lot) or may be in use for official police business.
- k. Paragraph 13. SURRENDER/RECONDITION OF EQUIPMENT. This paragraph requires that, at the end of the lease term, the Town return the vehicles to the Lessor in the same condition as received, subject to reasonable wear and tear. It is recommended that this paragraph be revised to reflect that these are police vehicles and will be subject to greater than normal wear and tear.
- l. Paragraph 14. PURCHASE OPTION. The Town Council will have to decide whether to exercise the purchase option.
- m. Paragraph 15. TOTAL VEHICLE LOSS/GAP WAIVER. This paragraph should be reviewed by the Risk Manager.

To: Lynn Nenni
Re: Enfield Motors Lease

Date: 3/24/07
Page: 3 of 3

- n. Paragraph 18. POWER OF ATTORNEY. This paragraph which makes Enfield Motors, Inc. the Town's "attorney in fact" should be deleted.
- o. Paragraph 23. COSTS AND ATTORNEYS FEES. As a policy matter, the Town does not agree to pay attorney's fees. This paragraph should be deleted.

LEASE SCHEDULE A

- Property Schedule block should be filled in.
- Date of delivery should be filled in throughout.
- Since the Lessee is the Town of Enfield, not the Police Department, consider changing address of lessee to 820 Enfield Street; however, if you need to include the address where the cars are located, then the Police Department address is appropriate.
- Rent – see number 3. a), above, regarding multi-year leases.
- Signature for the Lessee, Town of Enfield, should be the Town Manager.

LEASE AGREEMENT

(Business Vehicle Finance - FMV)

LESSEE: TOWN OF ENFIELD 293 ELM ST ENFIELD, CONNECTICUT 06082	LESSOR: ENFIELD MOTORS, INC. 525 ENFIELD ST ENFIELD, CT 06082
This Lease Agreement (hereinafter "Lease") is entered into on the 12th day of February, 2008, by and between the Lessor named above (hereinafter "Lessor") and the Lessee named above (hereinafter "Lessee").	
ASSIGNEE: DaimlerChrysler Financial Services Americas LLC or DaimlerChrysler Bank US, whichever accepts this agreement by funding it, and its successors, transferees, and assigns.	
NOTICE TO LESSEE:	WARNING: Important consumer protections may not apply if this agreement indicated that Lessee is leasing the Vehicle primarily for agriculture, business or commercial use.
(1) DO NOT SIGN THIS LEASE BEFORE READING IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN; (2) LESSEE IS ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE.	
LESSEE ACKNOWLEDGMENT BY SIGNING BELOW, LESSEE ACKNOWLEDGES THAT LESSOR'S SIGNATURE ON THIS LEASE WILL HAVE THE EFFECT OF ASSIGNING ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE AND THE EQUIPMENT TO ASSIGNEE. Lessee agrees that Lessee received a completely filled-in copy of this Lease and agrees to all the provisions of the Lease, including the terms and conditions on this and the following page.	LESSOR ACKNOWLEDGMENT BY SIGNING BELOW, LESSOR ACCEPTS THE TERMS AND CONDITIONS OF THIS LEASE AND ASSIGNS ALL RIGHT, TITLE AND INTEREST TO AND IN THIS LEASE AND THE EQUIPMENT TO ASSIGNEE PURSUANT TO THE TERMS OF THE RETAIL INSTALLMENT CONTRACT AND LEASE PROGRAM AGREEMENT BY AND BETWEEN LESSOR AND ASSIGNEE.
Lessee: TOWN OF ENFIELD Signature X: _____ Title: _____	Lessor: ENFIELD MOTORS, INC. By: X: _____ Title: _____
GUARANTY	
The undersigned guarantor(s) ("we") hereby, jointly, severally and unconditionally guarantee payment of all of Lessee's obligations under this Lease, and all extensions and substitutions thereof, and agree to the Lease's terms and conditions. We waive any rights that we may have to require DaimlerChrysler Financial Services Americas LLC to first exhaust its remedies against the Lessee(s), the Equipment, or any other guarantor, before collecting under this Guaranty.	
Guarantor Name: _____ Guarantor Signature X: _____	Guarantor Name: _____ Guarantor Signature X: _____

TERMS & CONDITIONS

1. **EQUIPMENT LEASED.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in each Schedule A now or hereafter executed pursuant to this Lease (hereinafter "Schedule" or "Schedules"), together with any attachments or accessories now or hereafter incorporated in or attached to said equipment (hereinafter "Equipment"). Additional Equipment may be leased hereunder by the execution of additional Schedules by Lessor and Lessee and each such Schedule shall constitute a separate Lease of the Equipment described therein. Except as specifically modified in any Schedule, all of the terms and conditions of this Lease shall govern the rights and obligations of Lessee and Lessor with respect to the Equipment described in the Schedules. Whenever reference is made herein to "this Lease" or "the Lease" it shall be deemed to include all Schedules now or hereafter executed under this Lease.

2. **TERM.** This Lease shall commence on the delivery date stated on the applicable Schedule(s) and shall continue until all rental payments as hereinafter described, and all of Lessee's other obligations hereunder, have been satisfied in full by Lessee.

3. **RENTAL; LATE CHARGE; DISHONORED CHECKS.** Lessee agrees to pay Lessor monthly payments in an amount and for the term indicated in the Schedule(s) without reduction or set off for any reason, except as otherwise provided in this Lease. The first payment shall be due on the date stated in the Schedule(s). If Lessee fails to pay in full any rental payment, or any other sum required to be paid hereunder by Lessee, within ten (10) days of its due date, Lessor may, without declaring Lessee to be in default, charge Lessee an amount equal to five percent (5%) of such past due amounts or the maximum allowed by applicable state law. In addition, Lessor may collect from Lessee a charge of \$25, or such lesser amount as may be limited by law, for each check, draft or similar instrument presented to Lessor that is returned or dishonored for any reason.

4. **FEES AND TAXES.** Lessee agrees to pay when due all fees, sales and use taxes, duties, assessments, highway use taxes, or other taxes and charges, however designated, now or hereafter levied or based upon the purchase, rental, ownership, use, possession, leasing, operation, control, maintenance or sale of the Equipment, whether or not paid or payable by Lessor (excluding Lessor's net income, franchise and business and occupation taxes), and shall supply Lessor with proof of payment upon written demand therefor by Lessor.

5. **USE, INSPECTION AND ALTERATIONS.** Lessee at its sole expense shall have the Equipment serviced in accordance with the manufacturer's approved maintenance schedules, ensure that maintenance records are available for review by Lessor at reasonable times and places and maintain the Equipment in good repair, appearance, functional order, and good lawful operating condition. Lessee shall not: (a) sell, lease, transfer or assign the Equipment or Lessee's interest in this Lease or any Schedule without Lessor's prior written consent; (b) use or permit the use of the Equipment in any unintended, injurious or unlawful manner; (c) use or permit the use of the Equipment primarily for personal, family, household or agricultural purposes; (d) subject the Equipment to unusual, extreme or severe operating condition; or (e) change or alter the Equipment without Lessor's prior written consent, except that Lessee shall make such alterations and improvements, at Lessee's expense, as may be required from time to time to meet the requirements of law or of any federal, state or local governmental authority having jurisdiction over the Equipment. To ensure compliance with the foregoing, Lessor shall have the right, at any time, to enter Lessee's premises or elsewhere to inspect the Equipment or to observe its use. All improvements and alterations, other than improvements which can be readily removed without causing damage to the Equipment and without rendering the Equipment unable to comply with law, shall become part of the Equipment and shall be the property of Lessor.

6. **INSURANCE.** Lessee agrees to keep the Equipment continuously insured by an insurance company and with deductibles as specified by Lessor from time to time. At a minimum, Lessee must provide Lessor with proof of: (i) collision and comprehensive insurance coverage in an amount equal to the value of the Equipment and (ii) liability insurance for bodily injury or death and property damage in an amount as specified by Lessor. Lessee agrees to provide Lessor with written proof of a paid policy and subsequent renewals, showing Lessor as loss payee and additional insured, which will require at least thirty (30) days prior written notice to Lessor before such insurance may lapse, be reduced, canceled or terminated. Lessee assigns to Lessor all proceeds from insurance policies

covering the Equipment, including, but not limited to, refunds of unearned premiums of any credit life, credit disability, property or other insurance financed by Lessor, and directs said insurance companies to pay such amounts directly to Lessor. Lessor may apply any insurance proceeds and returned premiums received to Lessee's unpaid obligations under this Lease. Should Lessee fail to purchase and maintain adequate insurance on the Equipment, as determined by Lessor, then Lessor may purchase such insurance as Lessor deems necessary to protect its interest. Lessee agrees to reimburse Lessor for the cost of such insurance within ten (10) days of demand, and if Lessee fails to do so, then Lessor may charge a late fee in accordance with this Lease. All insurance policies financed under this Lease, unless a shorter period is specified in the policy, and upon the original due date of the last payment due under the applicable Schedule. If Lessee is due any insurance refund, Lessee must seek same from the insurance company. Lessor does not require Lessee to have credit life insurance. Lessee authorizes Lessor to release to third parties any information necessary to facilitate insurance and tax monitoring and insurance placement. Lessee and its agents and employees will cooperate with Lessor and any insurer in the reporting, investigation, prosecution or defense of any accident, claim or suit related to the Equipment and will promptly deliver to Lessor copies of all papers or notices served upon or delivered to Lessee, its agents or employees and will otherwise comply with the notification requirements of any insurance carrier.

7. **LOSS AND DAMAGE.** Lessee hereby assumes all risk of loss, including theft or destruction, and the risk of damage to the Equipment, from any and every cause whatsoever, whether or not such loss is covered by insurance. Loss or damage to the Equipment, or any part thereof, shall not relieve Lessee of any obligation under this Lease. If the Equipment is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or subjected to any tax lien or is stolen, abandoned or subjected to undue peril, Lessee will notify Lessor within ten (10) days of such occurrence or condition. If any item of Equipment is damaged and in a condition which Lessor believes may be reasonably repaired, Lessee shall repair the same to good working order. If the Equipment is damaged and in a condition which Lessor believes is beyond reasonable repair, or with respect to any other occurrence or condition set forth above, Lessor may terminate this Lease with respect to that Equipment immediately. If the Lease is terminated, Lessee's termination liability shall be the sum of the following: (1) any Lease payments or other amounts due and owing as of the date of termination; plus (2) the balance of the Lease payments Lessee would have made had the Lease gone to full term (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (4) an amount equal to one monthly Lease payment; plus (5) any and all commissions, fees or other amounts paid by Lessor as consideration for assignment of this Lease; less the proceeds Lessor receives from the insurance provided by Lessee, if any. Lessee expressly understands and agrees that in the event of a total loss, Lessee's insurance policy may not be sufficient to completely satisfy Lessee's termination liability set forth above, and Lessee agrees that in such event Lessee shall be liable for, and shall pay Lessor upon demand therefor, the amount of any such deficiency.

8. **SPECIAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.** Lessee represents, warrants and covenants to Lessor that: (a) the Equipment will not be used outside of the United States during more than 50 percent of any calendar year or partial calendar year during the term of this Lease; (b) Lessee is not and will not become an organization exempt from the tax imposed by Chapter 1 of the Internal Revenue Code of 1986 nor will Lessee allow any such entity to use the Equipment; and (c) Lessee is not the United States, any State (including the District of Columbia) or political subdivision thereof, or any agency or instrumentality of the United States, any State or political subdivision thereof or any international organization, nor will Lessee allow any such entity to use the Equipment. Lessee acknowledges that if any representation, warranty or covenant herein is false or if it takes any action or omits to take any action which causes any such representation, warranty or covenant to be false or to be breached, Lessor, or the affiliate group of which it is a member, may suffer adverse tax consequences. Accordingly, Lessee agrees that if it breaches any such representation, warranty or covenant or if the same shall be or become false, this Lease shall be deemed to be in default and Lessee shall be liable to Lessor in the manner and for the amounts set forth in this Lease.

*****BVF1917(Rev: 10/01/07)

LEASE AGREEMENT TERMS & CONDITIONS (Continued)

9. DISCLAIMER OF WARRANTIES. LESSOR IS NOT THE PRODUCER, MANUFACTURER OR DESIGNER OF THE EQUIPMENT, AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE. LESSOR SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR CONSEQUENTIAL DAMAGES.

Lessor agrees, however, to assign to Lessee all of the manufacturer's standard warranties applicable to the Equipment, together with any rights and remedies afforded thereunder, to the extent that those warranties, rights and remedies are assignable.

10. **INDEMNIFICATION.** Lessee agrees to defend, indemnify and hold harmless Lessor from and against any and all loss or damages to the Equipment and from all claims, losses, suits, actions, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) related to and/or arising from the use, operation or condition of the Equipment.

11. **DEFAULT.** Time is of the essence in this Lease, and Lessor may declare this Lease to be in default and terminated upon the occurrence of any of the following events: (a) Lessee's failure to pay when due the full amount of any payment required hereunder or under any other lease (or under any loan or retail installment contract) with Lessor or any affiliate of Lessor, or Lessee's default in the performance of any of the obligations or covenants hereunder or thereunder; or (b) the making of any false or misleading statement by Lessee prior to or in connection with this Lease; or (c) Lessee's death, dissolution, insolvency or other termination of existence; or (d) a significant change in the management, ownership or control of Lessee, without Lessor's consent; or (e) the merger, transfer, acquisition or consolidation by Lessee with any other entity, without Lessor's consent; or (f) Lessee's becoming the subject of a petition in bankruptcy, either voluntarily or involuntarily, or making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver, or (g) the seizure of or levy upon the Equipment by reason of any legal or governmental process; or (h) any bankruptcy, insolvency, termination or default of any guarantor of Lessee; or (i) if any guaranty supporting Lessee's obligations hereunder shall fail to remain in full force and effect.

12. **LESSOR'S REMEDIES.** Upon Lessee's default, Lessee shall be liable for, and shall pay Lessor upon demand, the sum of the following as liquidated damages: (1) any Lease payments or other amounts due and owing as of the date of default; plus (2) the balance of the Lease payments Lessee would have paid had the Lease gone to full term (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (3) the Residual Value as set forth in the Schedule(s) (less a deduction for the time value of such payments computed in accordance with the simple interest method); plus (4) an amount equal to one monthly Lease payment; plus (5) any and all commissions, fees or other amounts paid by Lessor as consideration for the assignment of this Lease (collectively, the "Default Liability"). In the event of Lessee's default, Lessee agrees to surrender the Equipment to Lessor at such location as Lessor may designate, and agrees that Lessor may take possession of the Equipment wherever the same may be found, whether on Lessee's premises or elsewhere, in accordance with applicable law. Lessee further agrees that any and all rights or interests Lessee may have in the Equipment shall be extinguished upon Lessee's default. If Lessor obtains possession of the Equipment following Lessee's default, Lessor shall dispose of the Equipment by public or private sale in the wholesale or retail market, and such disposition may be with or without notice to Lessee. Lessor may advertise and sell repossessed Equipment through internet websites through which equipment or motor vehicles similar to the Equipment is sold and such disposition shall be deemed in conformity with reasonable commercial practice among dealers of the type of property that was the subject of the disposition. Following any such sale, Lessor shall deduct from the Default Liability the amount of any proceeds obtained upon disposition of the Equipment, less any costs or expenses incurred by Lessor in connection with the repossession, storage, restoration and/or disposition of the Equipment. Lessor may assess, and Lessee will be liable for, interest on the total amounts Lessee may owe to Lessor from time to time by reason of Lessee's default at the rate of eighteen percent (18%) per annum, unless a lower rate is required by applicable law, in which case that rate shall apply, both before and after judgment. Lessee understands and agrees that the remedies provided under this Lease in favor of Lessor upon default shall not be exclusive, but shall be cumulative and in addition to any other remedies available to Lessor, whether existing in law, equity or bankruptcy. Further, upon any event of default, Lessee authorizes Lessor to notify anyone using the Equipment to pay Lessor directly for any of Lessee's obligations.

13. **SURRENDER/CONDITION OF EQUIPMENT.** Lessee shall, at Lessee's expense, assemble and return the Equipment unencumbered at Lessor's place of business, or at such other place as Lessor specifies in the same condition, appearance and functional order as received, ordinary wear and tear excepted and Lessee shall pay to Lessor a Turn-In Fee of \$425 plus any excess mileage charges. For purposes of those items listed in A and B below, the "Credit Card Test" clarifies what is "ordinary wear and tear" on the Equipment.

A. **Interior.** If a standard size credit card cannot cover the following damage, then such damage is considered excessive wear and tear and is chargeable to the Lessee: (1) dirt/stains on the interior of the Equipment; (2) worn interior of the Equipment, including rips, tears or holes; and (3) sings (superficial or light surface burns) to the Equipment.

B. **Exterior.** If a standard size credit card cannot cover the following damage, then such damage is considered excessive wear and tear and is chargeable to the Lessee: (1) all scratches (including more than 5 per panel) to the exterior of the Equipment; (2) all chips (including collective damage or more than 5 per panel) to the exterior of the Equipment; (3) any dings, dents and bumps (including more than 5 dings, dents and bumps per panel) to the exterior of the Equipment; (4) all rust on the Equipment. Lessee further acknowledges that at the time of surrender, the Equipment is in roadworthy condition capable of passing any applicable state or federal safety inspection, and meets the following requirements:

C. **Engine.** (1) batteries must be capable of holding a charge and starting the engine; and (2) there shall be no fluid or exhaust leaks.

D. **Heating/Air Conditioning.** Heater, air conditioning, all gauges, lights controls, radios and tape and/or compact disk players are to be as originally installed and in good operating condition.

E. **Brakes.** (1) rear brake pads at each wheel must have a minimum 1/2" or greater remaining lining depth; (2) front brake pads at each wheel must have 3/8" or greater remaining lining depth; and (3) brake drums shall be in good condition with no excessive wear (wear not to exceed 0.080 of manufacturer's original inside diameter specification).

F. **Frame, Springs, Suspension Components and Axle Housings.** (1) all frame, springs, suspension, components and axle housings must be free of cracks or breaks, in good condition and maintained per OEM recommended service standards.

G. **Paint/Exterior Decals.** (1) paint shall be the original paint or equivalent; and (3) all exterior decals must be removed and the underlying surface must be in good condition, free of cracks or peeling.

H. **Tires.** Tires must be able to measure 1/8" or more of tread.

I. **Items Considered Excessive Wear and Tear.** All of the following damages to the Equipment are considered excessive wear and tear and are chargeable to the Lessee: (1) damaged glass (i.e., any cracks, stars or built-in eyes in the glass); (2) damage to the Equipment's frame; (3) wheel or other misalignment; (4) substandard or incomplete mechanical repairs (i.e., overspray, misaligned body panel, brakes operating improperly, warning lamps on, etc.); (5) substandard body repairs; (6) improper vehicle maintenance; (7) missing or damaged parts and accessories; (8) collective damage (defined as multiple damages resulting from a single occurrence, i.e., a hail storm); (9) more than 5 dings, dents, bumps, scratches or chips per body panel (a panel is defined as one seamless piece of sheet metal); and (10)

all burns (penetrates surface completely) to the Equipment are chargeable to the customer, regardless of size.

If Lessee fails to return the Equipment on or before the last day of the Lease term, Lessee shall be obligated to pay, as holdover lease payments, an amount equal to two times the monthly payment for each month (or portion thereof) that the Lessee fails to return the Equipment. For example, if the monthly payment prior to the expiration of the lease was \$200 per month, the holdover monthly lease payment shall be \$400 per month. Notwithstanding the foregoing, receipt of the monthly holdover payment shall not constitute consent or permission by Lessor to retain possession of the Equipment.

14. **PURCHASE OPTION.** If Lessee is not in default of its obligations to Lessor hereunder or under any other agreement with Lessor, Lessee has the option to purchase the Equipment at any time. The purchase price for the Equipment prior to expiration of the Lease term is the fair market value of the Equipment as determined by Lessor. If Lessee wishes to exercise this purchase option, Lessee agrees to provide to Lessor sixty (60) days prior written notice of its intent to purchase the Equipment. If Lessee exercises the purchase option, then Lessee must also pay any official fees and taxes assessed in connection with the purchase, plus any other amounts due hereunder but not paid at the time of termination. Lessee expressly understands that Lessee shall have absolutely no equity or other ownership rights in the Equipment unless and until Lessee purchases the Equipment as provided herein.

15. **TOTAL VEHICLE LOSS/GAP WAIVER.** If the Equipment is subject to a total loss due to collision, destruction or unknown theft, Lessee shall pay to Lessor the "GAP Amount" which is the difference between the Default Liability set forth in Section 12 of this Lease and the insurance proceeds Lessor receives based on the total loss. Lessor agrees to waive the Gap Amount if Lessee has the required insurance at the time of the total loss, in which case Lessee will pay to Lessor the sum of: (i) all unpaid amounts that are due or past due under this Lease as of the date of the total loss; plus (ii) the amount of Lessee's insurance deductible; plus (iii) any other amounts that were deducted from the Equipment's actual cash value to determine the insurance proceeds Lessor received for the total loss. The Lessee must continue to pay under the Lease until Lessor is paid the above amounts.

16. **OWNERSHIP/TITLE/LIENS.** Ownership of and title to all Equipment shall be and remain in Lessor, notwithstanding possession and use thereof by Lessee. Lessee has not acquired, and will not acquire by its acceptance of this Lease, any proprietary rights or interest in the Equipment. Lessee acknowledges that unless and until Lessor allows Lessee to purchase the Equipment in accordance with the Lease, Lessee's interest shall be that of lessee and not owner. Lessee and Lessor intend for this agreement to be a lease. Lessee shall keep the Equipment free from all liens and encumbrances during the term of this Lease.

17. **ASSIGNMENT.** This Lease shall be binding upon and inure to the benefit of any permitted successors and assigns of Lessor and Lessee. All right, title and interest in and to this Lease, any Schedules and the Equipment may be assigned at any time by Lessor without Lessee's consent. Upon notice of any assignment by Lessor, Lessee shall make all payments coming due hereunder without offset, counterclaim or defense of any kind. It is expressly understood that any reference in this Lease to "Lessor" shall be construed to mean Lessor or Lessor's successors or assigns. Lessee's interest hereunder shall not inure to the benefit of any trustee, receiver, creditor or successor of Lessee or its property, whether or not in bankruptcy, or whether by operation of law or otherwise.

18. **POWER OF ATTORNEY.** To the extent permitted by law, Lessee hereby appoints Lessor as Lessee's attorney-in-fact. Lessee's grant of this power of attorney is coupled with an interest and is irrevocable until all obligations Lessee owes under this Lease are paid in full. As Lessee's attorney-in-fact, Lessor can: (a) sign on Lessee's behalf all Certificates of Ownership, Registration cards, applications, affidavits or any other documents required to register and properly perfect Lessor's security interest in the Equipment; (b) transfer Lessee's entire interest in the Equipment as part of a repossession and sale; and (c) act on Lessee's behalf in insurance matters relating to the Equipment, including, but not limited to, the power to endorse insurance proceeds checks or drafts on Lessee's behalf and cancel any credit life, credit disability, guaranteed automotive protection coverage, extended warranty or other optional insurance financed under this Lease and apply the refunded premium or cost to Lessee's outstanding balance.

19. **ADDITIONAL SECURITY.** To further secure the performance of Lessee's obligations to Lessor, hereunder or otherwise, Lessee hereby grants to Lessor a first security interest in (a) each and every vehicle leased by Lessee from Lessor or an affiliate of Lessor ("Leased Vehicles") (Lessee's interest in said equipment being assigned to the full extent of Lessee's interest therein); and (b) each and every vehicle purchased by Lessee and financed by Lessor or an affiliate of Lessor ("Financed Vehicles"); and (c) all accessions, replacements and additions to the Leased Vehicles and Financed Vehicles, and in all leases, lease payments, rentals, chattel paper and rights relating to the Leased Vehicles and Financed Vehicles, and in all proceeds derived from the Leased Vehicles and Financed Vehicles, including insurance proceeds and refunds of insurance premiums; and (d) any additional equipment or inventory described in an exhibit or schedule attached hereto or to any Lease Schedule. If Lessor permits Lessee to allow others to use or lease the Equipment, Lessee agrees to stamp any agreement between Lessee and Lessee's lessee with language approved by Lessor and to provide and update Lessor with all current contact information of any user or lessee.

20. **GOVERNING LAW; JURISDICTION.** This Lease shall be deemed to have been made in the state named in Lessor's address above, and shall be interpreted, and the rights and liabilities of the parties determined, by the laws and courts of that state, to the exclusion of the courts of any other state or country; provided, however, that Lessor shall have the right, but not the obligation, to litigate in any state or country in which Lessee, the Equipment, or any of Lessee's or any guarantor's assets are located. **LESSEE WAIVES ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE ARISING HEREUNDER.**

21. **AUTHORIZATION TO SHARE INFORMATION.** Lessor may collect non-public information from Lessee and any guarantor which may consist of information on credit applications or other forms, information regarding transactions with Lessor, affiliates or others and information that Lessor receives from consumer or credit reporting agencies and other outside sources during the time period that a line of credit is in effect or that any balance is due to Lessor under any lease or loan agreement ("Information"). Lessee and guarantors agree that Lessor may disclose any of the Information to affiliates, assignees or agents of Lessor.

22. **SEVERABILITY.** If any of the provisions of this Lease are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Lease is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

23. **COSTS AND ATTORNEY'S FEES.** If Lessor employs an agent or other party for purposes of collection or repossession, or refers this Lease to an attorney for purposes of collection, repossession or enforcement of Lessor's interests herein, Lessee agrees to reimburse Lessor upon Lessor's demand for all of Lessor's repossession costs, attorney's fees and expenses to the extent permitted by applicable state law.

24. **ENTIRE AGREEMENT; WAIVER.** This Lease and the Schedule(s) referred to herein constitute the entire agreement of the parties hereto. No waiver or modification of this Lease or any Schedule shall be effective unless in writing and signed by both parties. No waiver by Lessor of any obligation of Lessee under this Lease shall be deemed a waiver of Lessor's right to subsequent or other full and timely performance.

25. **NOTICES.** All notices and payments shall be mailed to the respective parties at the addresses set forth above or such other address as a party may provide to the other party in writing.

26. **LIKE-KIND EXCHANGE.** As part of a like-kind exchange program, Assignee has engaged DCFS Account Services, LLC as a qualified intermediary. The originating Dealer/Lessor is hereby notified that the Assignee has assigned to DCFS Account Services, LLC its rights (but not its obligations) for the purchase of the Equipment, described in any Leases. In the event the Lessee or originating Dealer/Lessor purchases any Equipment, such purchaser is hereby notified that the Assignee has engaged DCFS Account Services, LLC as a qualified intermediary and has assigned to DCFS Account Services, LLC its rights (but not its obligations) for the sale of Equipment described in such Leases.

27. **HEADINGS.** Headings at the beginning of each section are solely for the convenience of the parties and shall not be considered when interpreting this Lease.

Lease Schedule A (Business Vehicle Finance - FMV)

BASE LOCATION:

Street Address:	293 ELM ST				
County:	HARTFORD	City:	ENFIELD	State:	CT
				Zip:	06082
				Geo Code:	

PROPERTY SCHEDULE:
TERM 36
QUOTE NO. 390834

Year	Make	Model	Serial Number	Delivery Date	Capitalized Cost	Residual Value	Titling Source

(For multiple units, please refer to the attached Addendum A.)

CAPITALIZED COST AND MONTHLY PAYMENTS:		INITIAL AMOUNTS DUE:	
Gross Capitalized Cost (Including capitalized Up-Front Tax of \$0.00)	\$70,881.70	Capitalized Cost Reduction (including rebate of \$36,573.00)	\$8,877.00
Capitalized Cost Reductions	\$8,877.00	License/Registration Fees	\$0.00
Adjusted Capitalized Cost	\$62,004.70	First TOTAL Monthly Lease Payment	\$927.00
Base Monthly Lease Payment	\$927.00	Up-Front Tax Due at Signing	\$0.00
Monthly Service/Maintenance Contract Cost		Sales/Use Tax on Initial Amounts Due:	
DC Financial Services Insurance	\$0.00	State	0.0% \$0.00
Sales/Use Taxes per month:		Local	0.0% \$0.00
State	0.0% \$0.00	County	0.0% \$0.00
Local	0.0% \$0.00	Other	\$0.00
County	0.0% \$0.00	Total	\$9,804.00
TOTAL Monthly Lease Payment	\$927.00		

Rent - Lessee hereby agrees and promises to pay Lessor the total rent of \$33,372.00 payable as follows: Total Initial Amounts Due as referenced above, and 35 payments of \$927.00 each commencing on 03/12/2008 and continuing (i) on the same day of each month thereafter or (ii) as set forth in the attached Lease Payment Schedule Addendum.

Surrender of Equipment - Upon the expiration of the Lease, Lessee shall, at Lessee's expense, assemble and return the Equipment unencumbered at Lessor's place of business, or at such other place as Lessor specifies in the conditions set forth in paragraph 13 of the Lease. In the event this is a single unit Lease, then upon the expiration or termination of this Lease, Lessee affirms that the mileage shown on the odometer is accurate and that the Equipment listed above will have accumulated no more than 15,000 miles per year, and if such unit has mileage in excess of such amount, then Lessee will pay an excess mileage charge of \$0.20 per mile. In the event this is Lease is for more than one unit of Equipment, refer to the attached Addendum A for specific mileage provisions.

Certificate of Delivery and Acceptance and Date of Placement in Service - Lessee hereby certifies to Lessor that on and as of the date described above as "Delivery Date", the Equipment described herein: (1) is tangible personal property and (2) has been delivered to and is in possession of the Lessee. Lessee also represents, warrants, and certifies that: (1) the Equipment was delivered to its Base Location and (2) the Equipment is available for use and placed in service by Lessee on the above-described "Delivery Date". Lessee will provide Lessor with any and all information requested by Lessor or any taxing jurisdiction to support any claimed tax exception, including but not limited to delivery documents and receipts, affidavits, and trip logs.

Ratification and Affirmation of Representations, Warranties and Covenants - Lessee hereby agrees that its warranties and covenants made in the Lease Agreement are approved, ratified and affirmed in all aspects as of the date of this Lease Schedule and confirms that the representations made in the Lease Agreement are, as of the date of this Lease Schedule, true, accurate and complete in all aspects. Lessor and Lessee hereby characterize this Lease Schedule as a separate lease with respect to each item of equipment set forth herein.

Refundable Security Deposit - Lessee agrees to pay Lessor a Refundable Security Deposit for the Equipment shown above or on the attached Property Schedule Addendum. The Refundable Security Deposit will be returned to Lessee at lease termination. Any unpaid amounts owed by Lessee to Lessor under the terms of the Lease as of lease termination will be deducted from the Refundable Security Deposit.

Like-Kind Exchange - As part of a like-kind exchange program, Assignee has engaged DCFS Account Services, LLC as a qualified intermediary. The originating Dealer/Lessor is hereby notified that the Assignee has assigned to DCFS Account Services, LLC its rights (but not its obligations) for the purchase of the Equipment described in any Leases. In the event the Lessee or originating Dealer/Lessor purchases any Equipment, such purchaser is hereby notified that the Assignee has engaged DCFS Account Services, LLC as a qualified intermediary and has assigned to DCFS Account Services, LLC its rights (but not its obligations) for the sale of Equipment described in such Leases.

LESSOR AND LESSEE HEREBY ACKNOWLEDGE THAT LESSOR'S SIGNATURE ON THIS LEASE SCHEDULE SHALL CONSTITUTE AN ASSIGNMENT OF ALL LESSOR'S RIGHT, TITLE, AND INTEREST IN AND TO THIS SCHEDULE AND THE EQUIPMENT LEASED HEREUNDER TO DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC PURSUANT TO THE TERMS OF THE RETAIL INSTALLMENT CONTRACT AND LEASE PROGRAM AGREEMENT BY AND BETWEEN LESSOR AND DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC.

ENFIELD MOTORS, INC.

(LESSOR)

By: _____

Title:

TOWN OF ENFIELD

(LESSEE)

By: _____

Title:

WARNING



TOWN OF ENFIELD

April 4, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

**Subject: Resolutions: Transfer of \$160,000 from General Fund Balance to Transfers out
Transfer of \$160,000 from CIP Transfer in to 3100-08722-0739**

Councilors:

Background:

Last year Town Council authorized the purchase of the Streetlights located with the Town of Enfield from Connecticut Light and Power. In prior budgets, money was set aside totaling \$500,000 for this purchase. However, one of the funding sources for this money, the Prison Agreement, was over appropriated. This left the Streetlight Purchase account short by \$160,000.

To complete the purchase of the streetlights, it will be necessary to transfer the \$160,000 from the General Fund Undesignated balance to this capital project account.

Budget Impact:

The General Fund has sufficient funds to cover this transfer. By completing the purchase of the streetlights this year, we will be able to reduce the overall costs in the General Fund by more than \$200,000. This savings is necessary to meet the proposed mill rate increase of only .31.

Recommendation:

It is recommended that Council adopt the attached Resolutions to transfer \$160,000 from the General Fund to the Streetlight CIP account.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Matthew W. Coppler", is written over a horizontal line.

Matthew W. Coppler
Town Manager

Attachments:


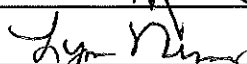
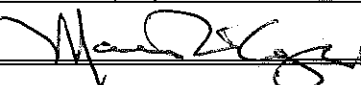
1. Resolutions

TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

<u>TO:</u> Account{s} or Fund		<u>FROM:</u> Account{s} or Fund	
General Fund Transfers out	\$160,000	General Fund Balance	\$160,000
TOTAL	\$160,000	TOTAL	\$160,000

JUSTIFICATION:

To cover necessary expenses related to the purchase of streetlights within the Town of Enfield from Connecticut Light and Power. Estimated cost is \$500,000 with the remainder of purchase price already appropriated in previous budgets.

		DATE
Requested by: Matthew W. Coppler		Town Manager's Office 4/3/08
Reviewed by: Lynn Nenni		Director of Finance 4/3/2008
Approved by: Matthew W. Coppler		Town Manager 4/3/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: General Fund Transfers out \$160,000

FROM: General Fund Balance \$160,000

CERTIFICATION

I hereby certify the amount of \$160,000 is available from the General Fund Balance as of April 4, 2008.

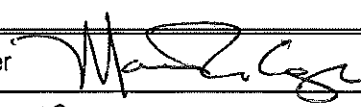
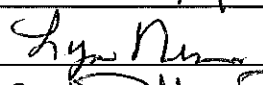


Lynn Nenni, Director of Finance

TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

TO: Account{s} or Fund		FROM: Account{s} or Fund	
3100-08722-0739 Streetlights	\$160,000	CIP Transfers in	\$160,000
TOTAL	\$160,000	TOTAL	\$160,000

JUSTIFICATION:

To cover necessary expenses related to the purchase of streetlights within the Town of Enfield from Connecticut Light and Power. Estimated cost is \$500,000 with the remainder of purchase price already appropriated in previous budgets.

		DATE
Requested by: Matthew W. Coppler		Town Manager's Office
Reviewed by: Lynn Nenni		Director of Finance
Approved by: Matthew W. Coppler		Town Manager
		4/3/08
		4/3/08
		4/3/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: 3100-08722-0739 Streetlights \$160,000

FROM: CIP Transfers in \$160,000

CERTIFICATION

I hereby certify the amount of \$160,000 is available from the CIP Transfers in as of April 4, 2008.


Lynn Nenni, Director of Finance

ENFIELD TOWN COUNCIL
RESOLUTION # _____

**Resolution Regarding the Electronic Submittals for the
Geographical Information System (GIS) Ordinance**

WHEREAS, the Town of Enfield has invested in a Geographical Information System (GIS); and

WHEREAS the developer/owners of projects receiving land use approval within the Town of Enfield are required to submit plans in an electronic format to the Planning Department; and

WHEREAS, the Town of Enfield wishes to establish requirements for submitters whenever geographic data is required by the Town in a digital format that is consistent and compatible with the Town's GIS system; and

WHEREAS a Public Hearing has been held on April 7, 2008;

NOW, THEREFORE, BE IT RESOLVED that the Enfield Town Council does hereby adopt the policies set forth in the "Town of Enfield, CT, Geographic Information Systems, Electronic Submittals Policy" which was the subject of the Public Hearing.

Prepared by the Jose Giner, Planning Director
April 1, 2008

Town of Enfield, CT

Geographic Information Systems

Electronic Submittals Ordinance

Purpose

The purpose of this document is to establish requirements for submitters whenever geographic data is required by the Town in a digital format.

Scope

It is the intention of the Town of Enfield to receive GIS data in the format requested. The format of the data refers to the coordinate systems, file format and geographic alignment with the Town's current data.

Policy

The developer/owners of projects receiving land use approval within the Town of Enfield are required to submit plans in an electronic format to the Planning Department. Final as-builts are also required in electronic format for incorporation into the Town's GIS system.

Formatting and Fee Requirements for Electronic Submittals

The developer/owner shall submit a deposit of \$50 per each 24"x36" plan and \$25 for each 18"x24" or smaller plan. If the file has not been properly geographically referenced, then the deposit will be used by the Town for such a conversion. If the file is successfully submitted, then the fee will be refunded to the developer/owner.

The submittal should be formatted accordingly:

- The DXF files submitted to the Town shall contain separate and distinct layers designated as DXF-LAYERS in the DXF file format for each of the Feature Groups or Layers designated by the Town. This file shall include all layers and graphic elements included in the submitted paper document (geography, text, legend, scale, labels, etc.).
- The coordinate information contained in the digital drawings or record plans shall be delivered in the Connecticut State Plane coordinate system using the NAD83 horizontal datum and NAVD88 vertical datum using US Survey feet as units. These data shall be produced in real coordinate space with an insertion point of (0,0).
- The completed drawing file shall contain text in standard fonts that can be read without third-party software.
- All drawings should also be submitted in PDF format.

Fee for Digital Conversion of Data

In the event that the developer/owner is unable to provide a digital submission to the Town at the time of final permit approval a charge of \$50 per each 24"x36" plan and \$25

for each 18"x24" or smaller plan will be applied to the submitter's permit fees for conversion costs.

As-built Electronic Submittals

Upon completion of the project, the developer shall also submit the as-built/record drawings in electronic form to the Planning and Public Works Departments as appropriate. These plans shall be in conformance with the Town of Enfield Public Improvement Standards. A refundable fee will be required with the as-builts.

Submission Agreement

The Submitter acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

☐ Electronic submission of plans will not be provided.

_____ 24" x 36" sheets x \$50 = \$ _____

_____ 18" x 24" or smaller sheets x \$25 = \$ _____

Total Fee: \$ _____

Received By: _____

☐ Refundable Fee received

_____ 24" x 36" sheets x \$50 = \$ _____

_____ 18" x 24" or smaller sheets x \$25 = \$ _____

Total Deposit: \$ _____

Received By: _____

Pass _____ Fail _____ (Reason: _____)

Signature

Printed Name

Company (if application)

Address

Date

ENFIELD TOWN COUNCIL
RESOLUTION # _____

**Resolution Regarding the Cost Schedule for the
Geographical Information System (GIS) Ordinance**

WHEREAS, the Town of Enfield has invested in a Geographical Information System (GIS); and

WHEREAS, individual companies have asked that the Town provide the data generated by the GIS for their use in business enterprise; and

WHEREAS, the Town of Enfield wishes to provide the data generated by the GIS in a manner that is equitable and reduces the financial burden upon the taxpayers of the Town; and

WHEREAS, the Connecticut General Statutes, Section 7-148s, provides that Towns, by ordinance, may charge reasonable fees for use of a Town's GIS System; and

WHEREAS, a Public Hearing has been held in accordance with the statutory requirements; and

WHEREAS, after a review of the Town's costs and other Towns' policies the Council determines that the costs proposed in "Town of Enfield, CT Geographic Information Systems, GIS Data Cost Ordinance" are reasonable;

NOW, THEREFORE, BE IT RESOLVED that the Enfield Town Council does hereby adopt by ordinance the cost schedule for GIS data distribution as set forth in a document entitled "Town of Enfield, CT Geographic Information Systems, GIS Data Cost Ordinance" along with the "Town of Enfield, CT, Geographic Information Systems, Geographic Information System Data Distribution Policy."

Town of Enfield, CT

Geographic Information Systems

GIS Data Cost Schedule Ordinance

Town Wide

Planimetrics \$2000

- includes buildings, roads, major water bodies, water bodies, streams, railroads, fire hydrants, trails, walls, fences, sidewalks, parking, driveways, hedges, guide rails, road centerlines, town boundary, road names compiled from data in 1991 and 2006.

Parcels \$500

- includes parcels, parcel identifier, parcel dimensions, map/lot, parcel frontage, parcel easement text, parcel road names

Contours \$2000

- includes 2 and 10 foot contours with spot elevations and text as of 1991

Orthophotography (.6" pixel resolution - .sid) \$2000

- color taken on April 20, 2006

Tiles – *see Tiles section of Data Request Policy*

Orthophotography (.6" pixel resolution - .tiff or .sid) \$50

Town of Enfield, CT
Geographic Information Systems

Geographic Information System Data Distribution Policy

Purpose

The purpose of this policy is to (1) protect the Town of Enfield, Connecticut ("Town") against the misuse or misinterpretation of Geographic Information System data (GIS Data) compiled and electronically stored by the Town, (2) limit third party distribution of GIS data and (3) establish a procedure by which the public may request GIS data.

Scope

This policy applies to all requests for GIS data made to any municipal department or division that is permitted to release GIS data.

Procedure

All requests (except internal requests) for GIS data shall be made in writing on the Town's GIS Data Request Form. The party requesting the GIS data shall be required to sign the Town's Data Distribution Agreement. The GIS data is provided in ESRI personal geodatabases only. The party requesting the GIS data shall pay a fee as set forth on the Town's fee schedule, which fee shall be prior to the distribution of the requested GIS Data.

Town of Enfield, CT Geographic Information Systems

Data Distribution Agreement

This Data Distribution Agreement is between the Town of Enfield ("Town") and the undersigned customer ("Customer" or "Requestor") governing certain proprietary Geographic Information Systems Data Products ("GIS Data") specified on the GIS Data Request Form, which is incorporated by reference herein.

The undersigned requestor agrees to the following:

1. The GIS Data and other information provided by the Town is provided "as is" and the Town makes no representations as to its accuracy or fitness for any purpose whatsoever.
2. The Town disclaims all representations or warranties regarding GIS information, including, but not limited to, all express or implied warranties, representations or conditions of merchantability, fitness for a particular purpose, non-infringement of intellectual property, non-infringement of third party rights, freedom of computer virus, or warranties of an other nature.
3. The customer's request is limited to GIS Data as of the date of this Agreement. The customer's request is not an ongoing request for the future GIS Data and the customer agrees that this Agreement does not entitle the customer to future GIS Data or notices of changes, revisions and/or updates to GIS Data.
4. The Requester shall indemnify and hold harmless the Town and its officers, employees, and agents from and against all losses, claims, demands, actions, payments, costs, suits, liabilities, including attorney's fees, expenses and damages (direct or consequential) whether or not caused by the negligence of the Town, its officers, employees or agents, which are incurred or recovered against the Town for any reason whatsoever arising out of or relating to this Agreement, or the data, or to any use to which the Requester might put the data.
5. The Requester shall not redistribute, sell, or otherwise use GIS data provided by the Town of Enfield for commercial or trade purposes except as allowed by applicable state or federal statutes or regulations.
6. When using Town data on maps or in digital applications, source credit should be stated as "Town of Enfield, CT Geographic Information System"

The Requester acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Signature

Date

Printed Name

Company (if application)

Address

GIS DATA REQUEST PROCEDURE

Please follow the instruction below for ordering GIS data.

Ordering Instructions:

1. Sign the Data Distribution Agreement and complete the Data Request Form.
2. Cost for the selected products on the form will be added by Town Staff and the requestor will be informed of that cost.
3. Upon receipt of the total cost by cash or check (payable to the Town of Enfield) the data will be provided for delivery or pickup. A postage cost will be applied if the product is to be delivered by carrier.

Contact Information:

Town of Enfield, CT
IT Department
GIS Division
820 Enfield Street
Enfield CT, 06082
(860)253-6454 (phone)
(860)253-6308 (fax)
dpstaff@enfield.org (email)

Tiles

Town of Enfield, CT

Labeled Tiles for Orthophotography

				05_01	06_01	07_01	08_01	09_01	10_01	11_01	
02_02	03_02	04_02	05_02	06_02	07_02	08_02	09_02	10_02	11_02		
02_03	03_03	04_03	05_03	06_03	07_03	08_03	09_03	10_03	11_03		
02_04	03_04	04_04	05_04	06_04	07_04	08_04	09_04	10_04	11_04		
02_05	03_05	04_05	05_05	06_05	07_05	08_05	09_05	10_05	11_05		
02_06	03_06	04_06	05_06	06_06	07_06	08_06	09_06	10_06	11_06		
02_07	03_07	04_07	05_07	06_07	07_07	08_07	09_07	10_07	11_07	12_07	
02_08	03_08	04_08	05_08	06_08	07_08	08_08	09_08	10_08	11_08	12_08	
02_09	03_09	04_09	05_09	06_09	07_09	08_09	09_09	10_09	11_09	12_09	
02_10	03_10	04_10	05_10	06_10	07_10	08_10	09_10	10_10	11_10	12_10	
02_11	03_11	04_11	05_11	06_11	07_11	08_11	09_11	10_11	11_11	12_11	
02_12	03_12	04_12	05_12	06_12	07_12	08_12	09_12	10_12	11_12	12_12	
02_13	03_13	04_13	05_13	06_13	07_13	08_13	09_13	10_13	11_13	12_13	
01_14	02_14	03_14	04_14	05_14	06_14	07_14	08_14	09_14	10_14	11_14	12_14
01_15	02_15	03_15	04_15	05_15	06_15	07_15	08_15	09_15	10_15	11_15	12_15
01_16	02_16	03_16	04_16	05_16	06_16	07_16	08_16	09_16	10_16	11_16	12_16
01_17	02_17	03_17	04_17	05_17	06_17	07_17	08_17	09_17	10_17	11_17	12_17
01_18	02_18	03_18	04_18	05_18	06_18	07_18	08_18				
01_19	02_19	03_19	04_19								

GIS DATA REQUEST FORM

NAME: _____ DATE: _____

ORGANIZATION: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Requested Data (Cost includes media cost for 1 CD):

Check all that apply

Town wide GIS data:(ESRI personal geodatabase format only)

☐ Planimetric *See Cost Schedule* _____

☐ Parcels *See Cost Schedule* _____

☐ Contours *See Cost Schedule* _____

☐ Orthophotography *See Cost Schedule* _____

Tiles:

☐ Orthophotography (See tile map grid for list of tile numbers)

1. _____ .tiff/.sid (please circle)

2. _____ .tiff/.sid (please circle)

3. _____ .tiff/.sid (please circle)

4. _____ .tiff/.sid (please circle)

QTY: _____ x *See Cost Schedule* _____ = _____

Combined Total Due: _____

Town of Enfield, CT Representative

Name: _____

Title: _____

Date: _____

Payment Date: _____



TOWN OF ENFIELD

March 28, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Transfer Request Fermi HS Field Rehab.

Councilors:

Background:

The discovery of contamination of the Fermi High School's athletic fields and grounds resulted in the need to remediate the property in conjunction with improvements to the athletic fields. Funding was also put in place for monitoring of the air quality during the remediation process to insure a safe environment was maintained.

Budget Impact:

The transfer resolution requests the reallocation of the \$4,380.12 remaining in the CIP account for the Fermi HS Air Quality Monitoring, surplus as the monitoring was completed prior to the school reopening in September 2007. The additional funds are required in the CIP account for the Fermi High School Field Rehab. due to greater than expected expenditures for materials monitoring and reporting services.

Recommendation:

It is recommended the Town Council adopt the proposed transfer resolution to facilitate the close out of the Fermi High School Field Rehab. project, which will allow for the completion of the reimbursement request to the State.

Respectfully Submitted,

Geoff McAlmond
Deputy director-DPW

Attachments:

1. Resolution.

TOWN OF ENFIELD
REQUEST FOR COUNCIL TRANSFER OF FUNDS

<u>TO:</u> Account{s} or Fund		<u>FROM:</u> Account{s} or Fund	
Capital Improvement Program	\$4,380.12	Capital Improvement Program	\$4,380.12
Acc# 310-01-2007-3100-8804-450-0		Acc# 310-01-2007-3100-8160-450-0	
Fermi High School Field Rehab.		Fermi High School Air Quality Monitoring	
TOTAL	\$4,380.12	TOTAL	\$4,380.12

JUSTIFICATION: There is a shortfall of funding in the Capital Improvement Program account for the Fermi High School Field Rehab. due to greater than expected expenditures for materials monitoring and report services. The Capital Improvement program account for the Fermi High School Air Quality Monitoring for the designated fields construction period has a balance of \$4,380.12 that is available for transfer.

		DATE
Requested by:	Dept/Agency	
Reviewed by:	Director of Finance	
Approved by:		
Town Manager		

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:

Fermi High School Field Rehab. Acc#310-01-2007-3100-8804-450-0	\$4,380.12
---	------------

FROM:

Fermi High School Air Quality Monitoring Acc# 310-01-2007-3100-8160-450-0	\$4,380.12
--	------------

CERTIFICATION

I hereby certify the amount of \$ 4,380.12 is available from Account # 310-01-2007-3100-8160-450-0 as of March 27, 2008.

A. Lynn Nenni, Director of Finance



TOWN OF ENFIELD

March 25, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Transfer Resolution – Fields Equipment Amendment

Councilors:

Background:

Resolution #9615 as adopted by the Town Council at their January 7, 2008 meeting contained mathematical error and the transferred funds did not total \$111,000.00 as stated. The attached resolution is to rectify the error and provide the necessary funds to provide the originally requested \$111,000.00 required to purchase the equipment necessary to maintain the new High School athletic fields.

Budget Impact:

An additional \$10,000.00 is requested for transfer from the School CIP Paving account.

Recommendation:

It is recommended the Town Council adopt the Transfer resolution to resolve the accounting issues that have resulted from the previous adoption of Resolution #9615.

Respectfully Submitted,

Piya Hawkes, Director of Public Works

Attachments:

1. Resolution rescinding Resolution #9615.
2. Resolution transferring Funds

TOWN OF ENFIELD
REQUEST FOR COUNCIL TRANSFER OF FUNDS

<u>TO:</u> Account{s} or Fund		<u>FROM:</u> Account{s} or Fund	
Acc: Fields Equipment	\$10,000.00	001-8501 School Paving	\$10,000.00
TOTAL	\$10,000.00	TOTAL	\$10,000.00

JUSTIFICATION:

Resolution #9615 adopted at the January 7, 2008 Town Council meeting contained a typographical error. From 001-8501 School Paving \$10,000.00, should be included in addition to the other accounts listed.

		DATE
Requested by:	Dept/Agency	
Reviewed by:	Director of Finance	
Approved by:	Town Manager	

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: 3400-8733 Fields Equipment \$10,000.00

FROM: 001-8501 School Paving \$10,000.00

CERTIFICATION

I hereby certify the amount of \$10,000.00 is available from Account #100-8501 as of March 17, 2008.

Lynn Nenni, Director of Finance



TOWN OF ENFIELD

February 19, 2008

Enfield Town Council
Matthew W. Coppler, Town Manager

Subject: EROSION & DRAINAGE REPORT

Councilors:

Background:

Since November 2007, Town Staff has been developing a comprehensive report on erosion and drainage concerns by location in Enfield. To our knowledge, this is the first time a report of this nature has been prepared.

As will be observed from the report, despite tremendous progress to correct roadside drainage issues through the Road 2000 and Road 2005 programs, a substantial amount of work still needs to be done. This can be attributed to:

- The size of Enfield.
- The number of paved roads in the community.
- The substantial amount of development which has occurred.
- The presence of escarpment soils which are unique to this area and highly susceptible to erosion.

Attached to this cover memo are two reports:

- Power-point printout which is a detailed listing of the projects, their locations, problems, and general cost estimates.
- A listing of the projects which includes their estimated costs, priority rankings, and whether they are located on public or private property.

In reading the attached reports, it should be noted that erosion and drainage issues have been identified for both public and privately-owned properties. However, the funding

strategy being recommended reflects work on land which the Town of Enfield owns, or has easements to maintain.

Organization:

Projects identified in this report have been organized into four categories:

- Erosion Problem Areas.
- Flooding Problem Areas.
- Street Drainage Areas.
- Other Drainage Issues.

The projects within each of these categories were prioritized by the work team in terms of the severity of their problem. Taken into consideration was the public safety risk of potential damages to infrastructure, buildings, and dwellings.

Cost estimates have been developed and three cost groupings created as follows:

- Group A – Individual projects which cost less than \$50,000. The total cost estimate to publicly-owned property in Group A is \$200,100.
- Group B – Individual projects which cost between \$50,000 and \$300,000. The total cost to publicly-owned property in Group B is \$1,017,750.
- Group C – Individual projects which cost in excess of \$300,000. The cost estimate to publicly-owned property in Group C is \$4,128,500.

Cost & Funding Strategy:

In summary, there is an estimated \$5,346,350 of erosion and drainage work to publicly-owned lands which has been identified in this report. An additional \$1,716,950 of work to privately-owned property has also been listed.

In developing a strategy to fund work on publicly-owned land, it is recommend that a combined, "pay as you go" and "pay over time" concept be employed. This concept consists of the following:

- Establish an on-going account in the Capital Improvement Budget for erosion and drainage maintenance work. It is recommended that \$100,000 be appropriated annually to this account. This account can be used to address individual projects which cost less than \$50,000 (Cost Group A).
- Appropriate approximately \$340,000 per year for the next 3 fiscal years to address individual projects which cost between \$50,000 and \$300,000 (Cost Group B). By doing so, it is possible to fund those

projects within this group in approximately 3 fiscal years.

- Develop a referendum question for Election Day on November 4, 2008 to authorize bonding to address those projects which cost over \$300,000 (Cost Group c).

A detailed funding schedule can be found in the Power-point printout.

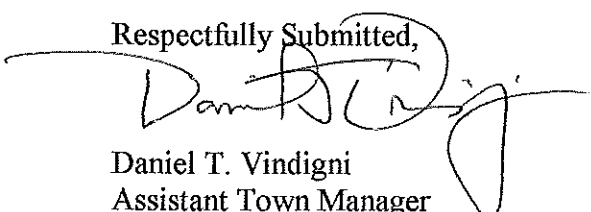
Summary:

It should be noted that Town Staff developed this report. No consultants were engaged.

The individuals who participated in this Team project deal with erosion and drainage concerns on a daily basis. It was also instrumental to have representatives from the Town Attorney's Office, Risk Management, and Finance Department as part of this Team effort.

Staff will be available for follow-up work based on feedback and direction received from the Town Council and the Town Manager.

Respectfully Submitted,


Daniel T. Vindigni
Assistant Town Manager

PUBLIC

PRIORITY

RANK

EROSION PROBLEM AREAS

Estimated
Construction
Costs

Estimated
Engineering
Costs

Estimated
Total
Costs

Existing
Funds

Costs
A B C

1	Sun Street	\$1,200,000	\$180,000	\$1,380,000	\$125,000	C
2	Wall Freshwater Brook	400,000	60,000	460,000		C
3	South River Street Boat Launch	150,000	22,500	172,500		B
4	Chief Street	120,000	18,000	138,000		B
5	Nathan Hale School	10,000	1,500	11,500		A
6	Old Abbe Road	10,000	1,500	11,500		A
7	22 Shannon Drive	30,000	4,500	34,500		A
8	Transfer Station detention outlet	120,000	18,000	138,000	14,000	B

	A	B	C
Subtotals	\$57,500	\$448,500	\$1,840,000

FLOODING PROBLEM AREAS

1	Meadowlark Channel (need easements)*	\$380,000	\$57,000	\$437,000	\$320,502	C
2	Lynch and O'Hear (Culvert at Route 5)	500,000	75,000	575,000		C
3	Post Road curve	400,000	60,000	460,000		C

	A	B	C
Subtotals			\$1,472,000

STREET DRAINAGE PROBLEMS

1	Virginia Ave	\$300,000	\$45,000	\$345,000		C
2	Allen Street(need easements)*	410,000	61,500	471,500		C
3	Somers Road(need easement/s)*	25,000	3,750	28,750		A
4	15 North Street	14,000	2,100	16,100		A
5	Stephen/Edmund	95,000	14,250	109,250		B
6	West Forrest Drive	90,000	13,500	103,500		B
7	Wilstar Circle	20,000	3,000	23,000		A
8	359 G.W.Rd	10,000	1,500	11,500		A

	A	B	C
Subtotals	\$79,350	\$212,750	\$816,500

OTHER DRAINAGE ISSUES

1	Headwalls on Sapphire culvert	\$20,000	\$3,000	\$23,000		A
2	Mullen Road cross culverts	90,000	13,500	103,500		B
3	Audrey Lane(need easement)*	50,000	7,500	57,500		B
4	Still Lane Culvert	50,000	7,500	57,500		B
5	25 Parker Street(need easement/s)*	45,000	6,750	51,750		B
6	Drainage system parallel with Belmont*	75,000	11,250	86,250		B
7	Summer St Outlet (need easement/s)*	25,000	3,750	28,750		A
8	Debbie Lane	10,000	1,500	11,500		A

	A	B	C
Subtotals	\$63,250	\$356,500	

	A	B	C
	Under \$50,000	Under \$300,000	Over \$300,000
Public Totals	\$200,100	\$1,017,750	\$4,128,500

PRIVATE

PRIORITY

RANK	<u>EROSION PROBLEM AREAS</u>	Estimated Construction Costs	Estimated Engineering Costs	Estimated Total Costs	Existing Funds	Costs A B C
1	Grape Brook through Gary, Aloha	\$250,000	\$37,500	\$287,500		C
2	Gordon Lane	800,000	120,000	920,000		C
3	Tributary behind Kimberly Drive	225,000	33,750	258,750		B
4	Channel behind Tabor Road	200,000	30,000	230,000		B
5	300 Broadbrook Road	10,000	1,500	11,500		A
6	Buckhorn behind Sandpiper	8,000	1,200	9,200		A

	<u>A</u>	<u>B</u>	<u>C</u>
	Under \$50,000	Under \$300,000	Over \$300,000
Private Totals	\$20,700	\$488,750	\$1,207,500